

APPEAL, AddChg

**United States Bankruptcy Court
District of Massachusetts (Springfield)
Adversary Proceeding #: 19-03003**

Assigned to: Judge Elizabeth D. Katz

Date Filed: 01/30/19

Lead BK Case: 18-30578

Lead BK Title: Tamara Sara Parvizi

Lead BK Chapter: 7

Demand:

Nature[s] of Suit: 63 Dischargeability – 523(a)(8), student
loan

Plaintiff

Tamara Sara Parvizi
416 William S. Canning Blvd
#1007
Fall River, MA 02721
802-355-5679
SSN / ITIN: xxx-xx-6509

represented **Tamara Sara Parvizi**
by PRO SE

V.

Defendant

**U.S. Department of
Education(Great Lakes
Borrowers)**
33 Arch Street #300
Boston, MA 02110

represented **U.S. Department of Education(Great Lakes Borrowers)**
by PRO SE

Defendant

Great Lakes Borrower Services
P.O. Box 7860
Madison, WI 53707

represented **Great Lakes Borrower Services**
by PRO SE

Defendant

**Department of Ed c/o General
Counsel to Secretary of
Education**
400 Maryland Ave SW
Washington, DC 20202

Defendant

U.S. Department of Education

represented **Erin Brizius**
by DOJ–USAO D Mass
One Courthouse Way
Suite 9200
Boston, MA 02210
Email: erin.e.brizius2@usdoj.gov

Raquelle Kaye
US Attorney's Office District of Mass
John Joseph Moakley Federal Courthouse
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Filing Date	#	Docket Text
01/30/2019	<u>1</u>	Adversary case 19–03003. Complaint by Tamara Sara Parvizi against U.S. Department of Education. (cl) (Entered: 01/31/2019)
01/31/2019	<u>2</u>	Summons Issued on U.S. Department of Education. Answer Due 3/4/2019. Summons must be served within seven (7) days of issuance. (cl) (Entered: 01/31/2019)
01/31/2019	<u>3</u>	Court Certificate of Mailing Re: <u>2</u> Summons Issued. (cl) (Entered: 01/31/2019)
03/05/2019	<u>4</u>	Summons Service Executed on Great Lakes Borrower Services 2/2/2019. (cl) (Entered: 03/05/2019)
04/15/2019	<u>5</u>	Notice to Add Defendant Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 04/16/2019)
04/16/2019	<u>6</u>	Summons Issued on Great Lakes Borrower Services. Answer Due 5/16/2019. Summons must be served within seven (7) days of issuance. (cl) (Entered: 04/16/2019)
04/16/2019	<u>7</u>	Court Certificate of Mailing Re: <u>6</u> Summons Issued. (cl) (Entered: 04/16/2019)
04/25/2019	<u>8</u>	Summons Service Executed on U.S. Department of Education.(cl) (Entered: 04/25/2019)
05/06/2019	<u>9</u>	Motion filed by Plaintiff Tamara Sara Parvizi Withdraw Defendant U.S. Department of Education. (cl) (Entered: 05/06/2019)
05/08/2019	<u>10</u>	Endorsed Order dated 5/8/2019 Re: <u>9</u> Motion filed by Plaintiff Tamara Sara Parvizi Withdraw Defendant U.S. Department of Education. THIS MOTION IS BEING TREATED AS A MOTION TO DISMISS THE UNITED STATES DEPARTMENT OF EDUCATION AS A DEFENDANT. THE MOTION IS GRANTED . (cl) (Entered: 05/08/2019)
05/10/2019	<u>11</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>10</u> Order on Generic Motion) Notice Date 05/10/2019. (Admin.) (Entered: 05/11/2019)
06/05/2019	<u>12</u>	

			Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action with certificate of service. (cl) (Entered: 06/05/2019)
06/07/2019		<u>13</u>	Letter filed by Defendant Great Lakes Borrower Services Re: <u>1</u> Complaint. (cl) (Entered: 06/07/2019)
06/11/2019		<u>14</u>	Hearing Scheduled for 7/25/2019 at 10:00 AM at Springfield Courtroom – Berkshire Re: <u>12</u> Motion of Plaintiff Tamara Sara Parvizi to take further action (spr) (Entered: 06/11/2019)
06/13/2019		<u>15</u>	BNC Certificate of Mailing – Hearing. (Re: <u>14</u> Hearing Scheduled) Notice Date 06/13/2019. (Admin.) (Entered: 06/14/2019)
07/03/2019		<u>16</u>	Motion filed by Plaintiff Tamara Sara Parvizi to Continue Hearing Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. (cl) (Entered: 07/03/2019)
07/05/2019		<u>17</u>	Endorsed Order dated 7/5/2019 Re: <u>16</u> Motion filed by Plaintiff Tamara Sara Parvizi to Continue Hearing Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. GRANTED INASMUCH AS THE HEARING OF 07/25/19 IS CONTINUED TO 08/29/19 AT 10:00AM IN SPRINGFIELD. (cl) (Entered: 07/05/2019)
07/05/2019		<u>18</u>	Court Certificate of Mailing Re: <u>17</u> Order on Motion to Continue Hearing. (cl) (Entered: 07/05/2019)
07/10/2019		<u>19</u>	Motion filed by Plaintiff Tamara Sara Parvizi to Reinstate Original Hearing Date Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. (cl) (Entered: 07/10/2019)
07/10/2019		<u>20</u>	Endorsed Order dated 7/10/2019 Re: <u>19</u> Motion filed by Plaintiff Tamara Sara Parvizi to Reinstate Original Hearing Date Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. GRANTED ; THE HEARING OF 08/29/19 IS RESCHEDULED TO 07/25/19 AT 10:00AM IN SPRINGFIELD. (cl) (Entered: 07/10/2019)
07/10/2019		<u>21</u>	Court Certificate of Mailing Re: <u>20</u> Order on Motion to Continue Hearing. (cl) (Entered: 07/10/2019)
07/15/2019		<u>22</u>	Returned Mail re: <u>20</u> Order on Motion to Continue/Cancel Hearing returned to the Court by USPS as undeliverable. Invalid address for U.S. Department of Education (Great Lakes Borrowers) 33 Arch St #300, Boston, MA 02110. Pursuant to MLBR 2002–4, it is the responsibility of the debtor and/or debtors counsel to maintain the accuracy of the master mailing matrix and any amendments to it. The debtors attorney, or the debtor if pro se, must attempt to correct any incorrect addresses, resend the returned notices and notify the Court as to the address corrections. (ag) (Entered: 07/15/2019)
07/18/2019		<u>23</u>	Returned Mail re: <u>20</u> Order on Motion to Continue/Cancel Hearing returned to the Court by USPS as undeliverable. Invalid address for U.S. Department of Education (Great Lakes Borrowers) 33 Arch St #300, Boston, MA 02110. Pursuant to MLBR 2002–4, it is the responsibility of the debtor and/or debtors counsel to maintain the accuracy of the master mailing matrix and any amendments to it. The debtors attorney, or the debtor if pro se, must attempt to correct any incorrect addresses, resend the returned notices and notify the Court as to the address corrections. (ag) (Entered: 07/18/2019)

07/25/2019		<u>24</u>	Notice of Change of Address filed by Plaintiff Tamara Sara Parvizi (cl) (Entered: 07/25/2019)
07/25/2019		<u>25</u>	Notice to Correct Address for Defendant filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 07/25/2019)
07/25/2019			Hearing Held Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. (cl) (Entered: 07/25/2019)
07/25/2019		<u>26</u>	Order dated 7/25/2019 Re: <u>12</u> Motion filed by Plaintiff Tamara Sara Parvizi to Take Further Action. See Order for Full Text. (cl) (Entered: 07/25/2019)
07/25/2019		<u>27</u>	Court Certificate of Mailing Re: <u>26</u> Order on Generic Motion (cl) (Entered: 07/25/2019)
07/25/2019		<u>28</u>	Alias Summons Issued on Defendants Great Lakes Borrower Services and Department of Ed c/o General Counsel to Secretary of Education Date Issued 7/25/2019, Answer Due 8/26/2019. Summons must be served within seven (7) days of issuance Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 07/25/2019)
07/25/2019		<u>29</u>	Court Certificate of Mailing Re: <u>28</u> Alias Summons Issued. (cl) (Entered: 07/25/2019)
08/05/2019		<u>30</u>	Certificate of Service Re: <u>28</u> Alias Summons Issued filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 08/05/2019)
08/26/2019		<u>31</u>	Answer to Complaint with certificate of service filed by U.S. Department of Education. (Brizius, Erin) (Entered: 08/26/2019)
08/27/2019		<u>32</u>	Scheduling and Pre-Trial Order dated 8/27/2019 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. Pre-Trial Conference set for 10/23/2019 at 02:00 PM at Springfield Courtroom – Berkshire. IMPORTANT DEADLINES DO NOT IGNORE. (cl) (Entered: 08/27/2019)
08/27/2019		<u>33</u>	Court Certificate of Mailing Re: <u>32</u> Pre-Trial Order. (cl) (Entered: 08/27/2019)
09/10/2019		<u>34</u>	Joint Pre-Trial Statement with certificate of service filed by Defendant U.S. Department of Education (Brizius, Erin) (Entered: 09/10/2019)
10/23/2019			Hearing Held and Continued to 1/23/2020 at 10:00 AM at Springfield Courtroom – Berkshire Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 10/24/2019)
10/23/2019		<u>36</u>	Motion filed by Plaintiff Tamara Sara Parvizi to Continue Hearing Re: <u>1</u> Complaint. (cl) (Entered: 10/24/2019)
10/24/2019		<u>35</u>	Order dated 10/24/2019 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. THIS PRE-TRIAL HEARING IS CONTINUED TO JANUARY 23, 2020 AT 10:00AM IN SPRINGFIELD. ANY DISPOSITIVE MOTIONS MUST BE FILED ON OR BEFORE 12/26/19; ANY RESPONSES TO DISPOSITIVE MOTIONS MUST BE FILED ON OR BEFORE 01/16/20. ANY TIMELY FILED DISPOSITIVE MOTIONS WILL BE HEARD ON JANUARY 23, 2020 AT 10:00AM IN SPRINGFIELD. (cl) (Entered: 10/24/2019)

10/24/2019		<u>37</u>	Endorsed Order dated 10/24/2019 Re: <u>36</u> Motion filed by Plaintiff Tamara Sara Parvizi to Continue Hearing Re: <u>1</u> Complaint. GRANTED ; THE HEARING OF 01/23/20 IS CONTINUED TO FRIDAY, JANUARY 31, 2020 AT 10:00AM IN COURTROOM 4 OF THE US BANKRUPTCY COURT, 595 MAIN STREET, WORCESTER. PARTIES SHOULD TAKE NOTE OF THE LOCATION CHANGE FOR THE RESCHEDULED HEARING. (cl) (Entered: 10/24/2019)
10/26/2019		<u>38</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>35</u> Order) Notice Date 10/26/2019. (Admin.) (Entered: 10/27/2019)
10/26/2019		<u>39</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>37</u> Order on Motion to Continue/Cancel Hearing) Notice Date 10/26/2019. (Admin.) (Entered: 10/27/2019)
10/28/2019		<u>40</u>	Court Certificate of Mailing Re: <u>37</u> Order on Motion to Continue Hearing. (cl) (Entered: 10/28/2019)
11/12/2019		<u>41</u>	Assented to Motion filed by Defendant U.S. Department of Education to Extend Time to Extend Pretrial Deadlines and to Reset Deadline for Filing Dispositive Motions Re: <u>32</u> Pre-Trial Order with certificate of service. (Brizius, Erin) (Entered: 11/12/2019)
11/12/2019		<u>42</u>	Endorsed Order dated 11/12/2019 Re: <u>41</u> Assented to Motion filed by Defendant U.S. Department of Education to Extend Time to Extend Pretrial Deadlines and to Reset Deadline for Filing Dispositive Motions Re: <u>32</u> Pre-Trial Order. GRANTED . THE DEADLINES ARE EXTENDED AS REQUESTED. (cl) (Entered: 11/12/2019)
11/26/2019		<u>43</u>	Notice of Deposition with certificate of service filed by Defendant U.S. Department of Education. (Brizius, Erin) (Entered: 11/26/2019)
01/21/2020		<u>44</u>	Motion filed by Defendant U.S. Department of Education to Extend Time to File Documents [Re: <u>32</u> Pre-Trial Order] with certificate of service. (Brizius, Erin) (Entered: 01/21/2020)
01/24/2020		<u>45</u>	Motion filed by Defendant U.S. Department of Education For Summary Judgment with certificate of service. (Brizius, Erin) (Entered: 01/24/2020)
01/24/2020		<u>46</u>	Brief/Memorandum In Support of <i>Defendant's Motion for Summary Judgment</i> (Re: <u>45</u> Motion for Summary Judgment) filed by Defendant U.S. Department of Education (Attachments: # <u>1</u> Exhibit List in Accordance with MLBR Appendix 8, Rule 5(a)) (Brizius, Erin) (Entered: 01/24/2020)
01/24/2020		<u>47</u>	Exhibit <i>A – L</i> (Re: <u>46</u> Brief/Memorandum) filed by Defendant U.S. Department of Education (Brizius, Erin) (Entered: 01/24/2020)
01/24/2020		<u>48</u>	Endorsed Order dated 1/24/2020 Re: <u>44</u> Motion filed by Defendant U.S. Department of Education to Extend Time to File Documents Re: <u>32</u> Pre-Trial Order. MOOT . THE MOVANT TIMELY FILED A MOTION FOR SUMMARY JUDGMENT. (cl) (Entered: 01/24/2020)
01/27/2020		<u>49</u>	Order dated 1/27/2020 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. IN LIGHT OF THE DEFENDANT FILING A MOTION FOR SUMMARY JUDGMENT, THE PRE-TRIAL HEARING SET FOR 01/31/20 HAS BEEN RESCHEDULED. THE PRE-TRIAL HEARING WILL NOW BE HELD ON THURSDAY, MARCH 12, 2020 AT

			10:00AM IN SPRINGFIELD. (cl) (Entered: 01/27/2020)
01/27/2020		<u>50</u>	Court Certificate of Mailing Re: <u>49</u> Order (cl) (Entered: 01/27/2020)
01/27/2020		<u>51</u>	Hearing Scheduled for 3/12/2020 at 10:00 AM at Springfield Courtroom – Berkshire Re: <u>45</u> Motion of Defendant for Summary Judgment. Objection deadline is set for 03/02/20 at 4:00PM. (spr) (Entered: 01/27/2020)
01/27/2020		<u>52</u>	Certificate of Service of Notice of Hearing (Re: <u>45</u> Motion for Summary Judgment) filed by Defendant U.S. Department of Education (Brizius, Erin) (Entered: 01/27/2020)
01/29/2020		<u>53</u>	BNC Certificate of Mailing – Hearing. (Re: <u>51</u> Hearing Scheduled) Notice Date 01/29/2020. (Admin.) (Entered: 01/30/2020)
03/12/2020			Hearing Held Re: <u>45</u> Motion filed by Defendant U.S. Department of Education For Summary Judgment. (cl) (Entered: 03/12/2020)
03/12/2020		<u>54</u>	Order dated 3/12/2020 Re: <u>45</u> Motion filed by Defendant U.S. Department of Education For Summary Judgment. DENIED . (cl) (Entered: 03/12/2020)
03/12/2020		<u>55</u>	Final Pre Trial Order dated 3/12/2020 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. Trial Scheduled for 6/15/2020 at 10:00 AM at Worcester Courtroom 4 – EDK. See Order for Full Text. IMPORTANT DEADLINES. DO NOT IGNORE. (cl) (Entered: 03/12/2020)
03/12/2020		<u>56</u>	Court Certificate of Mailing Re: <u>54</u> Order on Motion For Summary Judgment and <u>55</u> Final Pre Trial Order dated 3/12/2020 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 03/12/2020)
05/15/2020		<u>57</u>	Motion filed by Defendant U.S. Department of Education to Continue Hearing [Re: <u>1</u> Complaint] with certificate of service. (Kaye, Raquelle) (Entered: 05/15/2020)
05/19/2020		<u>58</u>	Order dated 5/19/2020 Re: <u>57</u> Motion filed by Defendant U.S. Department of Education to Continue Hearing Re: <u>1</u> Complaint. NO OPPOSITION HAVING BEEN FILED, THIS MOTION IS GRANTED . THE TRIAL SET FOR JUNE 15, 2020 HAS BEEN CONTINUED TO TUESDAY, SEPTEMBER 29, 2020 AT 10:00AM IN COURTROOM 4 OF THE HAROLD DONOHUE FEDERAL BUILDING AND COURTHOUSE, 595 MAIN STREET, WORCESTER, MA. THE DEADLINE FOR THE SUBMISSION OF A JOINT PRE-TRIAL MEMORANDUM IS EXTENDED TO 12:00PM ON SEPTEMBER 22, 2020. (cl) (Entered: 05/19/2020)
05/21/2020		<u>59</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>58</u> Order on Motion to Continue/Cancel Hearing) Notice Date 05/21/2020. (Admin.) (Entered: 05/22/2020)
05/22/2020		<u>60</u>	Certificate of Service of Notice of Continued Trial Date filed by Defendant U.S. Department of Education (Kaye, Raquelle) (Entered: 05/22/2020)
05/29/2020		<u>61</u>	Motion filed by Plaintiff Tamara Sara Parvizi for Telephonic Hearing Re: <u>1</u> Complaint. (cl) (Entered: 05/29/2020)

06/03/2020		<u>62</u>	Order dated 6/3/2020 Set Re: <u>61</u> Motion to Continue Hearing Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. A TELEPHONIC STATUS CONFERENCE IN THIS ADVERSARY PROCEEDING IS SET FOR SEPTEMBER 2, 2020 AT 10:00 A.M. IN ORDER TO DISCUSS THE PROCEDURES TO BE USED FOR CONDUCTING THE TRIAL SCHEDULED FOR SEPTEMBER 29, 2020. PARTIES MAY PARTICIPATE IN THE STATUS CONFERENCE BY DIALING 888-363-4734, AND ENTERING ACCESS CODE 496 4809 WHEN PROMPTED. (cl) (Entered: 06/03/2020)
06/03/2020		<u>63</u>	Court Certificate of Mailing Re: <u>62</u> Order To Set Hearing (cl) (Entered: 06/03/2020)
08/31/2020		<u>64</u>	Notice of Temporary Additional Address filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 08/31/2020)
09/02/2020			Hearing Held Re: <u>61</u> Motion filed by Plaintiff Tamara Sara Parvizi for Telephonic Hearing Re: <u>1</u> Complaint. (cl) (Entered: 09/02/2020)
09/02/2020		<u>65</u>	Proceeding Memorandum and Order dated 9/2/2020 Re: <u>61</u> Motion filed by Plaintiff Tamara Sara Parvizi for Telephonic Hearing Re: <u>1</u> Complaint. IN PREPARATION OF THE TRIAL SCHEDULED FOR SEPTEMBER 29, THERE WILL BE A MANDATORY ZOOM PRACTICE SESSION HELD ON SEPTEMBER 22, 2020 AT 11:00AM, TO BE HOSTED BY THE COURTROOM DEPUTY. PARTIES ARE DIRECTED TO SEND AN EMAIL THE COURTROOM DEPUTY IN WHICH THEY PROVIDE HIM WITH THEIR EMAIL CONTACT INFORMATION SO THAT HE MAY SEND INVITATIONS TO THE PRACTICE SESSION. THE COURT WILL ISSUE A SUPPLEMENTAL ORDER REGARDING TRIAL BY VIDEO THAT WILL CONTAIN IMPORTANT INFORMATION AND DEADLINES FOR THE PARTIES TO ADHERE TO. (cl) (Entered: 09/02/2020)
09/04/2020		<u>66</u>	Supplemental Order Regarding Trial by Video Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. Notice of Participation due by 9/11/2020. Witness Information due by 9/11/2020. Exhibit Delivery to Participants/Court due by 9/18/2020. Exhibit Delivery to Witnesses due by 9/18/2020. See Order for Full Text. (cl) (Entered: 09/04/2020)
09/04/2020		<u>67</u>	Court Certificate of Mailing (Re: <u>65</u> Order on Motion to Continue/Cancel Hearing, <u>66</u> Supplemental Order Re: Trial/Evid Hearing by Video). (ag) (Entered: 09/04/2020)
09/04/2020		<u>68</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>65</u> Order on Motion to Continue/Cancel Hearing) Notice Date 09/04/2020. (Admin.) (Entered: 09/05/2020)
09/06/2020		<u>69</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>66</u> Supplemental Order Re: Trial/Evid Hearing by Video) Notice Date 09/06/2020. (Admin.) (Entered: 09/07/2020)
09/22/2020		<u>70</u>	Joint Pre-Trial Statement with certificate of service filed by Defendant U.S. Department of Education (Attachments: # <u>1</u> Exhibit) (Kaye, Raquelle) (Entered: 09/22/2020)
09/29/2020			Hearing Held Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 09/29/2020)

09/29/2020		<u>71</u>	Proceeding Memorandum and Order dated 9/29/2020 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. THIS MATTER IS TAKEN UNDER ADVISEMENT. (cl) (Entered: 09/29/2020)
09/30/2020		<u>72</u>	Court Certificate of Mailing Re: <u>71</u> Proceeding Memorandum and Order. (cl) (Entered: 09/30/2020)
10/01/2020		<u>73</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>71</u> Order) Notice Date 10/01/2020. (Admin.) (Entered: 10/02/2020)
10/06/2020		<u>74</u>	An official transcript of Zoom trial (RE: complaint to determine the dischargeability of debt) heard on 09/29/2020 has been filed. Pursuant to Judicial Conference Policy, electronic access to transcripts is restricted for 90 days from the date of filing. The transcript is available for inspection at the Clerk's Office or a copy may be purchased from the transcriber. Contact the ECR Operator for transcriber information. Parties have until 10/27/2020 to file a Request for Redaction with the Court. If no request is filed, the transcript may be made available electronically on 01/5/2021. (Cascade Hills Transcription, Inc.) (Entered: 10/06/2020)
10/07/2020		<u>75</u>	Notice of Filing of Official Transcript. Notice is hereby given that an official transcript has been filed. Pursuant to the Judicial Conference policy governing public access to transcripts of federal court proceedings, transcripts are not electronically available(online) until 90 days after filing but may be inspected by clerk's office or purchased from the court transcriber during the 90–day period. (ADI) (Entered: 10/07/2020)
10/09/2020		<u>76</u>	BNC Certificate of Mailing. (Re: <u>75</u> Notice of Filing of Official Transcript) Notice Date 10/09/2020. (Admin.) (Entered: 10/10/2020)
10/23/2020		<u>77</u>	Response Re: <u>75</u> Notice of Filing of Official Transcript filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 10/23/2020)
05/12/2021		<u>78</u>	Order dated 5/12/2021 Re: <u>1</u> Adversary case 19–03003. Complaint by Tamara Sara Parvizi against U.S. Department of Education. THE PLAINTIFF, TAMARA SARA PARVIZI (THE "DEBTOR"), IS ORDERED TO SHOW CAUSE IN WRITING, BY JUNE 14, 2021, AS TO WHY THE COMPLAINT SHOULD NOT BE DISMISSED AS TO GREAT LAKES BORROWER SERVICES ("GREAT LAKES"), AS GREAT LAKES DOES NOT APPEAR TO BE A PROPER PARTY TO THIS ADVERSARY PROCEEDING AND THE DEBTOR HAS STIPULATED THAT ALTHOUGH GREAT LAKES DISBURSED FUNDS TO THE DEBTOR PURSUANT TO CERTAIN STUDENT LOAN PROMISSORY NOTES, THOSE LOANS WERE LATER SOLD TO THE UNITED STATES DEPARTMENT OF EDUCATION, IF THE DEBTOR FAILS OR DECLINES TO FILE A RESPONSE TO THIS ORDER, THE COURT WILL DISMISS THE COMPLAINT AS TO GREAT LAKES WITHOUT FURTHER NOTICE OR HEARING. (cl) (Entered: 05/12/2021)
05/12/2021		<u>79</u>	Court Certificate of Mailing Re: <u>78</u> Order to Show Cause, <u>80</u> Opinion Issued and <u>81</u> Judgment. (cl) (Entered: 05/12/2021)
05/12/2021		<u>80</u>	Memorandum of Decision dated 5/12/2021 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. A SEPARATE JUDGMENT IN CONFORMITY WITH THIS MEMORANDUM WILL ISSUE FORTHWITH. (cl) (Entered: 05/12/2021)
05/12/2021		<u>81</u>	

			Judgment dated 5/12/2021 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. See Order for Full Text. (cl) (Entered: 05/12/2021)
05/13/2021		<u>82</u>	Amended Memorandum of Decision dated 5/13/2021 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. SEPARATE JUDGMENT IN CONFORMITY WITH THIS MEMORANDUM WILL ISSUE FORTHWITH. (cl) (Entered: 05/13/2021)
05/13/2021		<u>83</u>	Amended Judgment dated 5/13/2021 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. See Order for Full Text. (cl) (Entered: 05/13/2021)
05/13/2021		<u>84</u>	Court Certificate of Mailing Re: <u>82</u> Amended Memorandum and Decision and <u>83</u> Amended Judgment. (cl) (Entered: 05/13/2021)
05/14/2021		<u>85</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>78</u> Order to Show Cause) Notice Date 05/14/2021. (Admin.) (Entered: 05/15/2021)
05/14/2021		<u>86</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>81</u> Order) Notice Date 05/14/2021. (Admin.) (Entered: 05/15/2021)
05/14/2021		<u>87</u>	BNC Certificate of Mailing. (Re: <u>80</u> Opinion Issued) Notice Date 05/14/2021. (Admin.) (Entered: 05/15/2021)
05/15/2021		<u>88</u>	BNC Certificate of Mailing – PDF Document. (Re: <u>83</u> Order) Notice Date 05/15/2021. (Admin.) (Entered: 05/16/2021)
05/15/2021		<u>89</u>	BNC Certificate of Mailing. (Re: <u>82</u> Opinion Issued) Notice Date 05/15/2021. (Admin.) (Entered: 05/16/2021)
05/27/2021		<u>90</u>	Motion filed by Defendant U.S. Department of Education to Amend [Re: <u>83</u> Order] with certificate of service. (Kaye, Raquelle) (Entered: 05/27/2021)
05/28/2021		<u>91</u>	Endorsed Order dated 5/28/2021 Re: <u>90</u> Motion filed by Defendant U.S. Department of Education to Amend Re: <u>83</u> Order. THIS MOTION WILL BE HELD FOR RESPONSES UNTIL JUNE 28, 2021. (cl) (Entered: 05/28/2021)
06/03/2021		<u>92</u>	Notice of Change of Address filed by Plaintiff Tamara Sara Parvizi (cl) (Entered: 06/03/2021)
06/03/2021		<u>93</u>	Supplemental Certificate of Service (Re: <u>90</u> Motion to Amend) filed by Defendant U.S. Department of Education (Kaye, Raquelle) (Entered: 06/03/2021)
06/08/2021		<u>94</u>	Notice of Appeal and Statement of Election to Bankruptcy Appellate Panel (RE: <u>80</u> Opinion Issued, <u>83</u> Order). Fee Amount \$298 Filed by Plaintiff Tamara Sara Parvizi Appellant Designation due by 6/22/2021. Compiled Records Due by 7/6/2021. Transmission of Designation Due by 7/8/2021. (ag) (Entered: 06/08/2021)
06/08/2021		<u>95</u>	Notice of Appeal to Bankruptcy Appellate Panel (Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi). (ag) (Entered: 06/08/2021)
06/08/2021		<u>96</u>	Court Certificate of Mailing (Re: <u>95</u> Notice of Appeal to BAP). (ag) (Entered: 06/08/2021)

06/08/2021		<u>97</u>	Clerk's Notice of Fees Due (Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi). Fee due by 6/22/2021. (ag) (Entered: 06/08/2021)
06/08/2021		<u>98</u>	Court Certificate of Mailing. (Re: <u>97</u> Clerk's Notice of Fees Due) (ag) (Entered: 06/08/2021)
06/08/2021		<u>99</u>	Initial Transmittal to BAP (Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi) (ag) (Entered: 06/08/2021)
06/09/2021		<u>100</u>	Order dated 6/9/21 Re: <u>95</u> Notice of Appeal to Bankruptcy Appellate Panel. IN LIGHT OF THE PENDING MOTION TO ALTER OR AMEND JUDGMENT FILED BY THE UNITED STATES DEPARTMENT OF EDUCATION [DOCKET #90], THE NOTICE OF APPEAL FILED BY THE PLAINTIFF, TAMARA S. PARVIZI, ON JUNE 8, 2021 WILL BECOME EFFECTIVE WHEN AN ORDER DISPOSING OF THE MOTION TO ALTER OR AMEND JUDGMENT IS ENTERED. SEE FED. R. BANKR. P. 8002(b)(2). (ag) (Entered: 06/09/2021)
06/09/2021		<u>101</u>	Court Certificate of Mailing (Re: <u>100</u> Order). (ag) (Entered: 06/09/2021)
06/09/2021		<u>102</u>	Endorsed Order dated 6/9/2021 Re: <u>90</u> Motion filed by Defendant U.S. Department of Education to Amend [Re: <u>83</u> Order]. IT APPEARING THAT THE COURT'S MAY 28, 2021 ORDER ON THIS MOTION WAS NOT SERVED UPON THE PLAINTIFF, TAMARA S. PARVIZI, THIS MOTION WILL NOW BE HELD FOR RESPONSES UNTIL JULY 6, 2021. THE CLERK'S OFFICE IS DIRECTED TO SERVE A COPY OF THIS ORDER ON THE PLAINTIFF FORTHWITH. (ag) (Entered: 06/09/2021)
06/09/2021		<u>103</u>	Court Certificate of Mailing (Re: <u>102</u> Order on Motion to Amend). (ag) (Entered: 06/09/2021)
06/21/2021			Receipt of Appeal Adversary Filing Fee – \$298.00 by CL. Receipt Number 205539. (adi) (Entered: 06/21/2021)
07/06/2021			Notice of Docketing Record on Appeal to BAP. Case Number: 21–021 Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi. (sas) (Entered: 07/06/2021)
07/06/2021		<u>104</u>	Court Certificate of Mailing (Second time mailed to Debtor) (Re: <u>83</u> Amended Memorandum of Decision). (pf) (Entered: 07/06/2021)
07/19/2021		<u>105</u>	Returned Mail re: <u>83</u> Order returned to the Court by USPS as undeliverable. Invalid address for Tamara Sara Parvizi 416 William Canning Blvd #1007 Fall River, MA 01721. Pursuant to MLBR 2002–4, it is the responsibility of the debtor and/or debtors counsel to maintain the accuracy of the master mailing matrix and any amendments to it. The debtors attorney, or the debtor if pro se, must attempt to correct any incorrect addresses, resend the returned notices and notify the Court as to the address corrections. (ag) (Entered: 07/19/2021)
07/26/2021		<u>106</u>	Notice of Change of Address filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 07/26/2021)
07/28/2021		<u>107</u>	

			Order dated 7/28/2021 Re: <u>90</u> Motion filed by Defendant U.S. Department of Education to Amend <u>83</u> Order. GRANTED . A SEPARATE FORM OF JUDGMENT WILL ENTER FORTHWITH. See Order for Full Text. (cl) (Entered: 07/28/2021)
07/28/2021		<u>108</u>	Court Certificate of Mailing Re: <u>107</u> Order on Motion to Amend. (cl) (Entered: 07/28/2021)
07/28/2021		<u>109</u>	Second Amended Judgment dated 7/28/2021 Re: <u>1</u> Complaint filed by Plaintiff Tamara Sara Parvizi. See Order for Full Text. (cl) (Entered: 07/28/2021)
07/28/2021		<u>110</u>	Court Certificate of Mailing Re: <u>109</u> Second Amended Judgment (cl) (Entered: 07/28/2021)
07/28/2021		<u>111</u>	Order dated 7/28/2021 Re: <u>78</u> Order dated 5/12/2021 Re: <u>1</u> Adversary case 19-03003. Complaint by Tamara Sara Parvizi against U.S. Department of Education. NO RESPONSE HAVING BEEN FILED TO THE COURT'S MAY 12, 2021 ORDER TO SHOW CAUSE [DOCKET #78], GREAT LAKES BORROWER SERVICES IS HEREBY DISMISSED AS A DEFENDANT IN THIS ADVERSARY PROCEEDING. (cl) (Entered: 07/28/2021)
07/28/2021		<u>112</u>	Court Certificate of Mailing Re: <u>111</u> Order dated 7/28/2021 Re: <u>78</u> Order dated 5/12/2021 Re: <u>1</u> Adversary case 19-03003. Complaint by Tamara Sara Parvizi against U.S. Department of Education. (cl) (Entered: 07/28/2021)
08/12/2021		<u>113</u>	Certification of Default Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 08/12/2021)
08/12/2021		<u>114</u>	Transmittal Re: <u>113</u> Certification of Default. (cl) (Entered: 08/12/2021)
08/16/2021		<u>115</u>	Statement of Issues Filed by Plaintiff Tamara Sara Parvizi (RE: <u>94</u> Notice of Appeal and Statement of Election). (ag) (Entered: 08/16/2021)
09/22/2021		<u>116</u>	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Plaintiff Tamara Sara Parvizi Re: <u>94</u> Notice of Appeal and Statement of Election. (cl) (Entered: 09/22/2021)
09/24/2021		<u>117</u>	Transmittal of Record on Appeal to BAP Re: <u>94</u> Notice of Appeal and Statement of Election filed by Plaintiff Tamara Sara Parvizi. (cl) (Entered: 09/24/2021)
10/05/2021		<u>118</u>	Appellee Designation of Contents for Inclusion in Record of Appeal Filed by Defendant U.S. Department of Education (RE: <u>94</u> Notice of Appeal and Statement of Election). (Kaye, Raquelle) (Entered: 10/05/2021)

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

TAMARA SARA PARVIZI,

Debtor.

Case No. 18-30578-EDK
Chapter 7

TAMARA SARA PARVIZI,

Plaintiff,

v.

U.S. DEPARTMENT OF EDUCATION,

Defendant.

Adv. Proc. No. 19-03003-EDK

**ANSWER OF THE UNITED STATES OF AMERICA TO
COMPLAINT TO DETERMINE DISCHARGEABILITY OF
STUDENT LOANS PURSUANT TO 11 U.S.C. § 523(a)(8)**

The United States of America (the “United States” or the “Defendant”), on behalf of its department, the Department of Education (“DOE”), hereby files this Answer to the Complaint to discharge student loan obligations pursuant to 11 U.S.C. § 523(a)(8) filed by the debtor Tamara Sara Parvizi (the “Plaintiff”).

1. With respect to Sentence 1, ¹ DOE admits that Plaintiff is filing a complaint for a discharge of student loan debt. DOE further admits that Plaintiff is indebted to DOE in the amount of \$621,990.06 as of April 30, 2019.

¹ Plaintiff does not number paragraphs in the Complaint. Accordingly, this Answer numbers the corresponding response to each sentence in the Plaintiff’s Complaint as a separate paragraph.

2. With respect to Sentence 2, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

3. With respect to Sentence 3, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

4. With respect to Sentence 4, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

5. With respect to Sentence 5, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

6. With respect to Sentence 6, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

7. With respect to Sentence 7, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

8. With respect to Sentence 8, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

9. With respect to Sentence 9, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

10. With respect to Sentence 10, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

11. With respect to Sentence 11, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

12. With respect to Sentence 12, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

13. With respect to Sentence 13, DOE admits that Plaintiff filed the underlying Chapter 7 bankruptcy case 18-30578 on July 17, 2018.

14. With respect to Sentence 14, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

15. With respect to Sentence 15, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

16. With respect to Sentence 16, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

17. With respect to Sentence 17, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

18. With respect to Sentence 18, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

19. With respect to Sentence 19, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

20. With respect to Sentence 20, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

21. With respect to Sentence 21, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

22. With respect to Sentence 22, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

23. With respect to Sentence 23, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

24. With respect to Sentence 24, DOE is without knowledge or information sufficient to form a belief as to the truth of the allegations.

25. The Defendant denies each and every allegation not previously admitted, denied, or unqualified.

WHEREFORE, the United States of America prays that the Court dismiss the Complaint or, in the alternative, that the Court deny the relief sought in the Complaint, and grant such further relief as the Court deems just and proper.

Respectfully submitted,

UNITED STATES OF AMERICA
By its attorneys

ANDREW E. LELLING
United States Attorney

Date: August 26, 2019

By: /s/ Erin E. Brizius
ERIN E. BRIZIUS (NY # 4821161)
Assistant United States Attorney
1 Courthouse Way, Suite 9200
Boston, MA 02210
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erin.e.brizius2@usdoj.gov

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

TAMARA SARA PARVIZI,

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Chapter 7

TAMARA SARA PARVIZI,

Plaintiff,

v.

U.S. DEPARTMENT OF EDUCATION,

Defendant.

Adv. Proc. No. 19-03003-EDK

CERTIFICATE OF SERVICE

I, Erin E. Brizius, hereby certify that on August 26, 2019 I electronically filed the foregoing document with the U.S. Bankruptcy Court for the District of Massachusetts by using the CM/ECF system. The foregoing document will be electronically sent to the parties who are currently on the list to receive e-mail notices in this case.

I further certify that on August 26, 2019, I served a copy of the same by first-class U.S. mail, postage pre-paid, to the following:

Tamara Sara Parvizi
45 Schoolhouse Rd
Amherst, MA 01002

Date: August 26, 2019

/s/ Erin E. Brizius

ERIN E. BRIZIUS

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:

TAMARA SARA PARVIZI,

Debtor.

Case No. 18-30578-EDK
Chapter 7

TAMARA SARA PARVIZI,

Plaintiff,

v.

U.S. DEPARTMENT OF EDUCATION,

Defendant.

Adv. Proc. No. 19-03003-EDK

JOINT PRETRIAL MEMORANDUM

The plaintiff, Tamara Sara Parvizi (“Plaintiff”) and the defendant, U.S. Department of Education (“Defendant” or “DOE”; and together with the Plaintiff, the “Parties”) respectfully submit this Joint Pretrial Memorandum concerning the trial in this action pursuant to this Court’s Final Pretrial Order [Docket No. 43] (“Final Pretrial Order”).

I. STATEMENT OF STIPULATED FACTS

The Parties hereby submit the below facts to which the Parties have stipulated (the “Stipulated Facts”). The Parties respectfully request that these Stipulated Facts be admitted into evidence at trial and that no independent proof of such facts be required.

A. Bankruptcy Court's Jurisdiction and Venue

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 157(a) and 1334(a). This action is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
2. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The Parties

3. Plaintiff is a fifty-year-old woman currently residing at 150 Bridgham Street, Providence, RI 02909. Plaintiff has no dependents and has never had any dependents.
4. The Defendant is the Department of Education (the "DOE"). The DOE holds Defendant's student loans (i) held by and funded through the federal government through the William D. Ford Federal Direct Loan Program (the "Direct Loans"), and (ii) the student loans funded by private lenders, guaranteed and held by the federal government through the Federal Family Educational Loan Program (the "FFELP Loans") and together with the Direct Loans, the "Student Loans").

C. The Bankruptcy Filing

5. Plaintiff filed a petition seeking relief under Chapter 7 of the Bankruptcy Code on July 1, 2018 (the "Petition Date"). On January 28, 2019, the Court granted Plaintiff a discharge pursuant to 11 U.S.C. § 727.
6. On January 31, 2019, Plaintiff filed the above-captioned adversary proceeding seeking to discharge her Student Loans.

D. Plaintiff's Student Loan Obligations

1. Plaintiff's Direct Loans

7. On August 2, 1997, the Plaintiff executed a Federal Direct Stafford/Ford Loan Program Promissory Note. On September 26, 1997, DOE disbursed funds pursuant to the note in the amounts of \$6,757.00 and \$2,243.00. On September 22, 1997, the Plaintiff executed a second

Federal Direct Stafford/Ford Loan Program Promissory Note. On September 26, 1997, DOE disbursed \$1,742.00, and on November 7, 1997, DOE disbursed \$1,520.00. On November 3, 1997, the Plaintiff executed a third Federal Direct Stafford/Ford Loan Program Promissory Note. On November 7, 1997, DOE disbursed \$1,749.00 pursuant to the note.

8. On April 8, 2000, the Plaintiff executed a Federal Direct Consolidation Loan and Promissory Note. Pursuant to that loan, DOE disbursed \$45,455.41 and \$19,180.92 on May 18, 2000.

9. The Plaintiff executed a Federal Direct Stafford/Ford Loan Program Master Promissory Note on November 10, 2010. On November 24, 2010, DOE disbursed \$8,500.00 and \$12,000.00. On April 2, 2011, DOE disbursed another \$8,500.00 and \$12,000.00. On January 13, 2012, DOE disbursed a third set of funds for \$8,500.00 and \$12,000.00.

10. On July 30, 2010, Plaintiff executed a Federal Direct PLUS Loan Application and Master Promissory Note. DOE disbursed \$45,401.00 on August 10, 2010; \$14,332.00 on April 2, 2011; \$34,088.00 on August 26, 2011; \$2,008.00 on September 27, 2011; and \$13,781.00 on January 13, 2012.

2. Plaintiff's FFLEP Loans

11. On July 8, 2009, Plaintiff executed a FFLEP Federal Stafford Loan Master Promissory Note. Pursuant to the note, Great Lakes, through Citibank, disbursed \$8,500.00 on July 16, 2009, and \$12,000.00 on September 3, 2009. On December 23, 2009, Plaintiff executed a FFLEP Federal PLUS Loan Application and Master Promissory Note. Pursuant to the note, Great Lakes, through

Wilmington Trust Co., disbursed \$54,055.00 on December 30, 2009, and \$1,642.00 on May 17, 2010. Both FFELP loans were later sold to DOE for enforcement and collection.

3. Summary of Amount Due

12. As of September 10, 2020, the Plaintiff owed DOE \$478,070.53 in unpaid principal, and \$175,772.80 in interest, for a total indebtedness to DOE of \$653,843.33 based on the Student Loans taken to fund her education from 1997 to 2012.

13. In total, Plaintiff has received credit for payments of \$3,960.95 on the Student Loans. This figure is comprised of amounts that have been offset from her tax refunds through the Treasury Offset Program.

14. In 2007, Plaintiff received a \$100,000 inheritance from her father. At that time her Student Loans to date were in default and she owed approximately \$123,000. She offered DOE \$45,000 to compromise the debt she owed at that time. DOE rejected the offer because based on a financial statement submitted by Plaintiff, DOE believed she had an ability to pay. When DOE rejected the offer, Plaintiff sent DOE a letter dated August 16, 2007 inquiring as to the reason for the rejection. In the letter she stated "... what it comes down to is this: whether I choose to live my life within or outside the United States." Plaintiff spent the \$100,000 inheritance and did not make any payments towards her Student Loans.

15. Plaintiff was previously enrolled in an income-based repayment plan with a monthly payment of \$0 effective September 21, 2014 for 12 months. Her enrollment ended after 12 months because she failed to return the form required each year recertifying her income. Although she remains eligible, Plaintiff is not currently enrolled in an income-based repayment plan and is unwilling to enroll in such a program.

E. Plaintiff's Repayment Options

16. Plaintiff is eligible for an approximately \$80 per month repayment plan for 25 years through the Revised Pay As You Earn ("REPAYE") program based on an estimated Adjusted Gross Income of \$28,668.

17. Recognizing that student borrowers may encounter financial difficulty, the DOE offers several repayment plans tied to a borrower's income level and number of dependents (known as income-driven repayment plans or IDRs). The most generous of those plans is REPAYE. Loans in the Direct Loan Program are eligible for participation in REPAYE, and Plaintiff's FFELP loans would also be eligible upon consolidation through a Direct Consolidation Loan. Under REPAYE, a borrower's aggregate monthly loan payment is limited to ten percent of the amount by which the borrower's adjusted gross income exceeds 150% of the federal poverty guideline applicable to the borrower's family size, divided by 12. DOE determines family size by identifying the borrower's spouse and dependents and uses the borrower's adjusted gross income reported to the Internal Revenue Service. The Department of Health and Human Services publishes the yearly poverty guideline applicable to DOE's calculation. If the borrower participates in REPAYE for 20 years for undergraduate Direct loans and 25 years for Direct graduate loans, the entire loan balance, including accrued interest, is forgiven and DOE cancels the debt.

18. If a borrower earns less than 150% of the poverty level for a borrower's family size, the payment will be \$0 per month. Years during which a borrower's monthly payment is \$0 per month count equally towards the 20 – 25 year repayment period. The required annual loan payment under REPAYE is capped at 10% of a borrower's earnings above 150% of the applicable poverty level. Because the monthly REPAYE payment is calculated as a percentage of a borrower's income, if a borrower's income drops, the monthly payment is reduced accordingly. For example,

if a borrower with no dependents earned \$20,000 in annual income, the payment would be \$7.17 per month. If the borrower's income increased to \$40,000 the payment would increase to \$173.83. The following chart illustrates the range of monthly payments under the REPAYE program based on adjusted gross income up to \$50,000:

AGI	REPAYE
\$19,140 or below	\$0
\$20,000	\$7.17
\$28,668	\$79.40
\$35,000	\$132.17
\$40,000	\$173.83
\$45,000	\$215.50
\$50,000	\$257.17

19. The REPAYE payment is recalculated annually based on a borrower's prior year's federal tax return, or current income if the most recent tax information does not accurately reflect a borrower's prior year's earnings. If a borrower elects REPAYE, then a borrower must sign a consent form authorizing the disclosure of a borrower's tax information and a borrower must recertify his family size on an annual basis.

F. Plaintiff's Medical and Disability History

20. Plaintiff does not currently have and has never had any physical or mental health issues or disabilities that prevent her from working or otherwise limit her ability to work.

G. Plaintiff's Education and Work History

21. Plaintiff obtained her bachelor's degree from Clark University in 1990. From 1991 to 1995, Plaintiff attended medical school at University of Rochester School of Medicine. She left voluntarily without obtaining a degree. In 1997, Plaintiff attended University of Massachusetts, Amherst, to pursue a master's degree in public health. Plaintiff received her master's degree in 1999.

22. After receiving her master's degree, Plaintiff worked briefly in public health. In 1999, she was employed as an assistant program director in Worcester, Massachusetts, and earned between \$30,000 and \$40,000 per year. She left that job after six months to take a position as the director of a public health program affiliated with UMass Medical Center. She earned approximately \$50,000 per year but left voluntarily after six months because she was not committed to the organization's mission.

23. For the next seven years, until attending medical school for the second time, Plaintiff assisted her father who had medical issues, did small odd jobs, taught, and pursued an artistic interest in painting.

24. Plaintiff applied for some jobs in public health, but she did not apply to any outside of the Boston/Worcester area because she became more interested in teaching. Plaintiff was not willing to compromise her interests to work as an administrator of a public health program.

25. In 2008, Plaintiff returned to medical school at St. George's University School of Medicine. She graduated as a doctor of medicine in 2012.

26. In June 2012, after graduating from medical school, Plaintiff began a four-year residency program in psychiatry at the University of Vermont, earning \$50,000 per year. However, in January 2013, Plaintiff left the program after a conflict with the program director. Plaintiff's

supervisor placed her on leave. Plaintiff chose not to appeal the decision. Instead, she retained a lawyer and received a letter from the program stating that she had completed her rotations successfully and left voluntarily.

27. The residency program continued to pay Plaintiff her \$50,000 per year salary until June 2013. She did not work from January to June 2013 while she studied for a licensing exam. Beginning in August or September 2013, she re-applied for residency programs. For the first two years, Plaintiff applied only to residency programs in psychiatry. From 2015 to 2017, she applied to programs in family medicine and pathology as well. She was not offered a position in a residency program and has not applied to any programs since 2017. She is not licensed to practice medicine. Apart from applying to residency programs, Plaintiff has not sought work in the medical field since 2014.

H. Plaintiff's Current Income and Expenses

28. Plaintiff has worked primarily as an adjunct professor, tutor, and substitute teacher. In 2019 she earned \$28,668. In 2018, she earned \$41,336. In 2017, her income was \$20,876, and in 2016, her income was \$21,588.

29. Plaintiff currently works as an adjunct professor at the Massachusetts College of Pharmacy and Health Science ("MCPHS"). She is employed for the fall semester, beginning September 2, 2020 and ending December 11, 2020. She has not yet lined up employment for the spring semester.

30. Prior to her current position, Plaintiff worked as a teacher for the North American Hockey Association ("NAHA") approximately 20 hours per week, earning approximately \$30 per hour. Her employment at NAHA ended in March 2020. She was also a substitute teacher at schools in

Rhode Island one to five days a week, depending on her schedule, earning \$100 to \$120 per day. During that time period, Plaintiff estimated that she earned approximately \$2,500 total per month.

31. Plaintiff collected \$5,781 in unemployment for the period April 24, 2020 through August 31, 2020 due to her loss of income as a substitute teacher. She also taught a ten-week online biology class for MCPHS, earning \$3,500. During this four month period Plaintiff earned approximately \$1,900 per month.

32. Plaintiff estimates that she currently earns approximately \$3,400 total per month.

33. Plaintiff's expenses total approximately \$1,600 per month and include the following:

- a. \$800 per month in rent;
- b. \$85 per month on a storage unit;
- c. \$108 per month on car insurance;
- d. \$45 per month on renter's insurance;
- e. \$60 for a cell phone;
- f. \$300 per month on groceries; and
- g. \$200 per month on discretionary expenses.

34. As Plaintiff's income has fluctuated her discretionary income has also fluctuated. Over the course of 2020 Plaintiff's discretionary income has ranged from \$400 to \$1,800 per month.

35. Plaintiff owns a BMW Mini Cooper, which she purchased in 2015 for approximately \$20,000. This month, Plaintiff completed her \$320 per month car payments on the car.

I. Stipulation Regarding Bank Records

36. The Parties agree that the following bank records, which were produced by Plaintiff to counsel to DOE on October 11, 2019 are a true and accurate reflection of Plaintiff's account transactions for each relevant period:

- a. June 12, 2019 to July 12, 2019 Bank of America Statement
- b. July 13, 2019 to August 13, 2019 Bank of America Statement
- c. May 12, 2017 to June 13, 2017 Bank of America Statement
- d. August 14, 2019 to September 11, 2019, Bank of America Statement

II. STATEMENT OF CONTESTED FACTS

Whether the Plaintiff's (1) past, present, and reasonably reliable future financial resources; (2) her reasonable necessary living expenses; and (3) any other relevant facts and circumstances unique to the case prevent the debtor from paying the Student Loans in question while still maintaining a minimal standard of living, even when aided by a discharge of other prepetition debts?

III. SUMMARY OF THE CASE

A. Plaintiff's Summary

Please see Letter to the Springfield Bankruptcy Court attached hereto as Exhibit 1 for Plaintiff's Summary of the Case.

B. Defendant's Summary

Plaintiff wishes to discharge her student loans due to the size of the debt and what she considers to be disappointing job prospects unsuitable to someone of her level of education. Discharge of federal student loan debt in bankruptcy is an extraordinary step. Plaintiff owes the DOE \$653,843.33 from loans used to fund her education. She has a bachelor's degree, a master's degree in public health, and is a doctor of medicine. She has no physical or mental health problems and no dependents. DOE asks only that Plaintiff enroll in an \$80 per month repayment plan. This repayment amount accounts for her current financial circumstances, but allows Plaintiff to reduce the monthly payment amount should these circumstances change. The program also leaves open

the possibility that she may contribute more to her taxpayer-funded debt if her circumstances change for the better. At the end of the program, her debt will be discharged, regardless of any outstanding balance due. Plaintiff, however, refuses to enroll in an income-driven repayment plan. Instead, she has made zero voluntary payments towards her Student Loans and asks this Court to discharge her more than \$650,000 federal debt in bankruptcy.

37. Plaintiff cannot establish the undue hardship required by 11 U.S.C. § 523(a)(8) to discharge her federal debt. To the contrary, the evidence is clear that Plaintiff has maintained more than a minimal standard of living while her federal debt has been outstanding. Two years after withdrawing from her medical residency program, Plaintiff purchased a BMW Mini Cooper, committing to monthly payments of \$320. Moreover, the evidence reflects that Plaintiff has a history of substantial discretionary purchases. And in 2007, Plaintiff received a \$100,000 inheritance, but paid none of it towards her student loans. Indeed, Plaintiff has paid only \$3,960.95 on her substantial student loan debt solely through involuntary payments pursuant to the Treasury Offset Program. The evidence is also clear that during periods where Plaintiff's financial circumstances have improved, she has not made a good faith effort to maximize her income in order to repay her loans.

Plaintiff has more than sufficient discretionary income to make the monthly payments required under the REPAYE program. This month, Plaintiff completed her \$320 per month car payments on her car. Over the course of 2020, Plaintiff's discretionary income has ranged from \$400 to \$1,800 per month. Plaintiff cannot show that her participation in an income-driven repayment program would pose an undue hardship in light of her current circumstances.

IV. ISSUES OF LAW

The Parties agree that the totality of the circumstances test applies in this District. The only issue to be determined is whether Plaintiff is entitled to a discharge of her Student Loans when applying the facts to the law.

V. WITNESSES

Plaintiff will testify live during the trial, subject to cross-examination by the Defendant. The Parties do not plan to present any testimony by means of a deposition.

VI. EXHIBITS

A. Plaintiff's Exhibits

1. Ex. A – Resume of Tamara Parvizi, MD, MPH
2. Ex. B - Langrock Sperry & Wool, LLP Press Release dated June 15, 2011
3. Ex. C – Academic Remediation Plan Rebuttal
4. Ex. D – Emails from Plaintiff to attorney Hobart F. Popick dated March 18, 2013 and July 2, 2013.
5. Ex. E(a) – Fletcher Allen Healthcare Letter dated April 22, 2013
6. Ex. E(b) – Fletcher Allen Healthcare Letter dated April 24, 2013
7. Ex. E(c) – Langrock Sperry & Wool, LLP Letter dated April 26, 2013
8. Ex. F – Email from The Match National Residency Program to Plaintiff dated October 10, 2019
9. Ex. G – Various Job Application Submission Confirmations from August 2019
10. Ex. H(a) – Email dated February 22, 2020 from Roger Denome, Associate Dean MCPHS to Plaintiff

11. Ex. H(b) – Email dated August 12, 2020 from Roger Denome, Associate Dean MCPHS to Plaintiff.
12. Ex. H(c) – Email dated August 3, 2020 from Roger Denome, Associate Dean MCPHS to Plaintiff
13. Ex. H(d) – Offer of Employment Letter dated August 21, 2020 from Roger Denome, Associate Dean MCPHS to Plaintiff
14. Ex. I – List of Plaintiff’s addresses since 2013
15. Ex. J - Severance Agreement with UVM Health Center

B. Defendant’s Exhibits

1. Ex. A - August 16, 2007 Letter from Plaintiff to DOE
2. Ex. B - Resume of Tamara Parvizi, MD, MPH
3. Ex. C - June 12, 2019 to July 12, 2019 Bank of America Statement
4. Ex. D July 13, 2019 to August 13, 2019 Bank of America Statement
5. Ex. E May 12, 2017 to June 13, 2017 Bank of America Statement
6. Ex. F August 14, 2019 to September 11, 2019, Bank of America Statement
7. Ex. G Mini Cooper Vehicle Purchase Contract dated July 31, 2015
8. Ex. H Plaintiff’s Response to Interrogatories
9. Ex. I Fletcher Allen Healthcare Letter dated April 22, 2013
10. Ex. J Financial Statement of Debtor dated October 15, 2019
11. Ex. K Transcript of the deposition of the Plaintiff held on December 19, 2019

VII. LENGTH OF TRIAL

The Parties estimate that the trial will take one day.

VIII. MEDIATION

Plaintiff is only interested in a complete discharge of her Student Loans, accordingly the Parties agree that mediation is not an appropriate means of resolving this dispute.

Respectfully submitted,

UNITED STATES OF AMERICA
By its attorneys

TAMARA SARA PARVIZI
Pro Se

ANDREW E. LELLING
United States Attorney

By: /s/ Raquelle L. Kaye

By: /s/ Tamara S. Parvizi

RAQUELLE L. KAYE
Assistant United States Attorney
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Boston, MA 02210
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raquelle.kaye@usdoj.gov

TAMARA S. PARVIZI
45 Schoolhouse Road
Amherst, MA 01002

Date: September 22, 2020

Date: September 22, 2020

CERTIFICATE OF SERVICE

I, Raquelle L. Kaye, hereby certify that on September 22, 2020 I electronically filed the foregoing document with the U.S. Bankruptcy Court for the District of Massachusetts by using the CM/ECF system. The foregoing document will be electronically sent to the parties who are currently on the list to receive e-mail notices in this case.

I further certify that on September 22, 2020, I served a copy of the same by electronic mail and first-class U.S. mail, postage pre-paid, to the following:

Tamara Sara Parvizi
45 Schoolhouse Road
Amherst, MA 01002

Tamara Sara Parvizi
150 Bridgham Street
Providence, RI 02909

Date: September 22, 2020

/s/ Raquelle L. Kaye
RAQUELLE L. KAYE

Exhibit 1

Adversary Case No. 19-03003

Tamara Parvizi
Summary Statement
September 2020

To the Springfield Bankruptcy Court:

My name is Tamara Parvizi (**see exhibit A**) and I have filed this claim to seek relief from student loans worth over \$600,000 — after years of unsuccessfully seeking to complete my medical residency that would allow me to practice medicine and repay these loans. I am providing documents to support my claim that I was forced out of my residency program under highly questionable circumstances — thereby not only cutting short my medical career, but also placing me in a position of being both under and over qualified to do very little else, except to teach at a level of subsistence.

1. In June 2012, after graduating from St. George's University School of Medicine, I began my residency training in psychiatry at the University of Vermont Medical Center (then known as Fletcher Allen Health Care) — after having been very enthusiastically recruited there by the Residency Program Director, Dr. Judith Lewis (based on my previous research with world-renowned behavioral health researcher at the University of Massachusetts Medical Center, Dr. Jon Kabat-Zinn.)

NOTE: unbeknownst to me at the time — in 2011, a psychiatry resident, Dr. Shari Young, had successfully sued the program for breach of contract, and after a jury trial — she won one of the largest civil law suits in the history of Vermont. (**see exhibit B**)

2. Within approximately 4 months of my residency, around October 2012 — I was suddenly notified that I was being placed on a remediation plan, with no prior notice or suspicion that anything was wrong. (**See Exhibit C**) The complaints listed were, uncharacteristically, based on: a) issues that were common to all residents; b) complaints from a medical student; c) complaints from a nurse who was never even involved in a particular situation with a brand new nurse; d) a case involving a malingering patient in the ER where there was no compromise of patient care whatsoever.

3. **Exhibit D** — The hospital failed to give me a hearing “within four weeks” of my appeal (as they were supposed to according to their own by-laws) — thereby jeopardizing my chances of seeking re-entry into a different residency program (due to the timing of the residency match and the uncertainty of my fate at Fletcher Allen). This was a clear cut case of breach of contract, if nothing else.

Also, immediately following my departure from the program, I found out that Dr. Lewis had replaced me with a former student of hers — who had been fired from the Tufts psychiatry residency program and placed on the Massachusetts Medical Disciplinary Board for self-prescribing controlled substances during her residency. Her record is a matter of public record.

4. **Exhibit E** — In her final reference letter, Dr. Lewis clearly states that I had “successfully” completed all of my rotations — which is a fact. I had also received excellent evaluations, in particular for my skills in patient care and had successfully passed all of my board exams on first take. (Exhibits Ea and Eb document final exchanges between my attorney, Mr. Popick and the hospital attorney, Mr. Hawkins.)

5. **Exhibit F** — Immediately after leaving UVM Health Care, I sent out letters to every single psychiatry residency program in the country, looking for a vacancy. To no avail. After that, I

spent the next five years applying to programs all over the country (see Exhibit F e-mail from the National Resident Matching Program (NRMP)) — even in specialties other than psychiatry: family medicine and pathology; I spent several months shadowing fellow physicians in those fields (at the Holyoke Health Center and at Cooley Dickinson Hospital) in preparation for potential interviews. I was told (informally) by several residency directors that they preferred recent medical school graduates.

6. **Exhibit G** — This is a typical example of a list of my job searches, before the beginning of an academic semester. I look for anything and everything: from teaching ESL to working in high schools as a substitute teacher.

7. **Exhibit H** — This shows my most recent employment experience: I was offered several courses to teach for Fall 2020 as an adjunct. However, due to current circumstances and the seniority of other instructors, these offers were suddenly retracted weeks before the beginning of the school year. Fortunately, the Dean of the College was appreciative of my organizational skills and temporarily (just for this semester) offered me a non-teaching administrative position to oversee the complicated machinations of a semester that involves both “face-to-face” and online teaching across several departments.

8. **Exhibit I** — since leaving my residency program in early 2013, I have moved an average of THREE times per year, while paying for a storage unit that contains my belongings. As someone who has, by choice, lived alone for most of my adult life, it is not easy living with strangers. There have been drunkards, folks who were not respectful of noise level, situations that were ‘summer only’, and folks who decided to sell their house on several occasions, etc..

I will be 51 years old in October and I am very much living like a vagrant — hoping against hope to find employment and housing that feels more or less stable, so that I can remove my belongings from storage and begin to live like maybe I belong somewhere. I don’t focus on the fact that I’ve had a passion for an unusual line of work that I worked very hard for, and that was unfairly taken away from me (presumably to open room for another resident in crisis!) — leaving me practically destitute, both financially and sometimes emotionally. I do my best to live day by day and try to contribute some good in whatever small ways that I am able. Luckily, I have a profound appreciation for simplicity.

If I had the means, I would have taken the UVM Medical Center to court and made them pay dearly for their dysfunctional operations — in the same way that my predecessor did. I did not have the means then and I do not have the means now. (However, I was fortunate enough to have found the attorney — Hobart Popick — who had successfully represented Shari Young; and he proved to be a real helping hand.)

But I do hope that there is better JUSTICE — at the very least, in terms of having decent folk recognize clearly the presence of gross misconduct and injustice and how it has wrecked a once promising career. I would appreciate it if the Department of Education would stop pursuing me for the repayment \$600,000 that perhaps the University of Vermont rightfully ought to pay on my behalf.

Sincerely,

Tamara Parvizi, MD

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MASSACHUSETTS - SPRINGFIELD**

=====

IN THE MATTER OF:	.	Case #18-30578
	.	
TAMARA SARA PARVIZI,	.	Springfield, Massachusetts
	.	September 29, 2020
Debtor.	.	10:20 A.M.

=====

PARVIZI,	.	
	.	
Plaintiff,	.	
	.	
v.	.	AP #19-03003
	.	
U.S. DEPARTMENT OF EDUCATION	.	
(GREAT LAKES BORROWERS)	.	
	.	
Defendant.	.	

=====

**TRANSCRIPT OF ZOOM TRIAL RE:
COMPLAINT TO DETERMINE THE DISCHARGEABILITY OF DEBT
BEFORE THE HONORABLE ELIZABETH D. KATZ, J.U.S.B.C**

APPEARANCES

For Herself:	TAMARA SARA PARVIZI, <i>Pro Se</i> 45 Schoolhouse Road Amherst, Maryland 01002
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Electronic Sound Recording Operator: Laura L. Chambers

Proceedings Recorded by FTR Gold Digital Recording
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AP #19-03003
September 29, 2020

APPEARANCES (Continued):

For the U.S. Department of Education: RAQUELLE KAYE, ESQ.
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1 (At 10:20 a.m.)

2 (Ms. Parvizi very difficult to hear, indiscernibles were
3 unavoidable.)

4 THE CLERK: Case #19-3003, *Parvizi v. United States*
5 *Department of Education*, file on a complaint to determine the
6 dischargeability of debt.

7 Judge, we have appearing by video a *pro*
8 se debtor/plaintiff, Tamara Parvizi, and Attorney Raquelle Kay,
9 who is representing the U.S. Department of Education. We have
10 a number of attorneys from the United States Attorney's Office
11 observing -- who will be observing the conference by audio
12 only.

13 THE COURT: Thank you, Mr. Reynolds.

14 Good morning. I have next to me - you'll see me
15 looking to the side because I have the documents up on my
16 screen. I'm looking at the final pretrial. Can you both give
17 me a thumbs up that you can -- if you can hear me okay? Thank
18 you.

19 So there's a lot of stipulated facts so that was -
20 that's very helpful to the Court, so I will accept as evidence
21 in the case the stipulated facts which I note are Roman Numeral
22 I and I believe there's a Roman Numeral II.

23 ***Stipulated Facts I and II Admitted Into Evidence***

24 Roman Number I has a lot of sub-parts to it. Okay. Yes - oh,
25 no. There's part -- oh, so there's Roman Numeral I with (a)

1 through -- (a) through (h) -- oh, and then (I). I'm sorry. I
2 mistook the (I) for another Roman Numeral.

3 So (a) through (I) are the stipulations. Roman
4 Numeral II was a statement of contested facts and then the
5 summary of the case was Roman Numeral III. So as to the
6 stipulated facts, Roman Numeral I we will consider as admitted.

7 So now what I need to discuss with the parties is any
8 objections to exhibits. So as I look at this pretrial the
9 plaintiff has a number of Exhibits 1 through 15, so I'm going
10 to start of ask this backwards. Attorney Kaye, do you have
11 objections to any of Ms. Parvizi's exhibits?

12 MS. KAYE: I do not, Your Honor.

13 THE COURT: Okay. So those will be considered
14 admitted.

15 ***Plaintiff's Exhibits 1 through 15 Admitted***

16 However, I will tell you, Ms. Parvizi, unless you
17 actually point out the relevance of a document I'm not going to
18 independently go reading through things, okay. And you're
19 going to have to actually -- as you testify, you'll just have
20 to just tell me why they're important.

21 Now, to you, Ms. Parvizi, the Department of
22 Education, the Defendant's Exhibits 1 through 11, do you have
23 any objections to any of their exhibits?

24 MS. PARVIZI: I do not.

25 THE COURT: You do not. Okay. So those will also be

1 considered admitted.

2 ***Defendant's Exhibits 1 through 11 Admitted Into Evidence***

3 But the same admonishment to you, Attorney Kaye; you need to
4 tell me why it's relevant or tell me, you know, what it helps
5 prove for your case.

6 Am I correct, Ms. Parvizi, the only witness you have
7 is you?

8 MS. PARVIZI: That is correct, yes.

9 THE COURT: And Attorney Kaye, at this point you
10 don't have any witnesses?

11 MS. KAYE: That's correct, Your Honor.

12 THE COURT: Okay. So because you don't have an
13 attorney to question you, Ms. Parvizi, I'm going to let you
14 give me a statement of whatever your testimony is that you'd
15 like me to consider and then Attorney Kaye has the opportunity
16 to cross-examine you.

17 Is everybody ready to go? Give me a thumbs up if
18 you're ready. Okay. So we're going to proceed to trial. And,
19 Ms. Parvizi, I need you to raise your right hand.

20 **TAMARA SARA PARVIZI, Sworn**

21 THE COURT: Okay.

22 **EXAMINATION**

23 **BY THE COURT:**

24 Q. Ms. Parvizi, go ahead.

25 A. Okay. So my very first exhibit is my resume, which I

1 will share with you right now.

2 Q. Okay.

3 A. (Inaudible) do that. There we go. Are you seeing
4 that? Is that --

5 Q. Yes.

6 A. Okay. Great. So this is just a little introduction
7 about me and who I am. I graduated from Clark University as an
8 undergraduate. I studied philosophy and chemistry. I went to
9 medical school. I have a master's degree in public health and,
10 you know, I just -- the reason why I mentioned what my majors
11 were, is because I've always had a passion for the mind/body
12 relationship and that is why I went to medical school, to enter
13 a profession that would allow me to professionally help people
14 with that -- you know, with that context in mind, the
15 relationship between mind and body.

16 So upon completion of medical school psychiatry
17 seemed like a civil (phonetic) choice for me, clear path to
18 pursue. And prior to that I had also a different pallet
19 (phonetic) here on resume. I had done (indiscernible) medical
20 school with a world renown researcher in the field of mine
21 (indiscernible) basically the concept of my (indiscernible) and
22 mental health care as we know it. So a real landmark
23 researcher, a great opportunity that I had for a couple of
24 years to work with him to get my master's in public health
25 between state (indiscernible).

1 So when it came time to applying to my residency in
2 psychiatry I had a couple choices. I had a fairly good chance
3 of getting into a program in Brooklyn. It's where I was
4 living.

5 THE COURT: I'm going to interrupt you for one second
6 because on my screen the picture of you is quite small.

7 MS. PARVIZI: Yeah.

8 THE COURT: So if I could ask you to stop sharing
9 screens so that I could see you in full size that would be
10 better for me to just listen to what you have to tell me. Go
11 ahead.

12 MS. PARVIZI: And so when I applied for residencies I
13 was saying that I had a pretty good chance of entering a
14 residency program in Brooklyn where I was living and where I
15 had completed my medical school rotations, my third and fourth
16 rotations. I had done quite a number of them in psychiatry in
17 the surrounding hospitals in Brooklyn. Had done a very good
18 job, had great recommendations.

19 Nevertheless, in the process of application the
20 program -- the residency program director at the University of
21 Vermont, Dr. Judy Lewis, became very interested in me and she
22 recruited me in what we would term quite aggressively, you
23 know, sending me emails and telling me, you know, how much she
24 appreciated the work that I had done at the University of
25 Massachusetts, you know, how lovely it would be if I went

1 through the program, et cetera, and I gave into that.

2 You know, during the match you have to rank the
3 programs that you are interested in going into and against my
4 previous plans I ended up ranking the University of Vermont as
5 my number one choice. And of course, I'll never know if that
6 was right or wrong because, you know, there's no way to know
7 how the Brooklyn hospitals ranked me at this (phonetic).

8 Regardless, so moving along with my narrative here, I
9 went to the University of Vermont in (indiscernible) program
10 and, you know, felt that I had made a good choice. You know, I
11 felt that the -- the psychiatric cases that I would think there
12 would be pathology tests and what I (indiscernible) there, you
13 know, there were a lot of social issues that are -- present
14 themselves (indiscernible).

15 So from a -- strictly from a training point of view,
16 I felt that I made a very good choice and received really
17 excellent recommendations in the three or four-month period
18 that I was there from attendings sending emails to both me and
19 Dr. Lewis saying how impressed they were by me, et cetera.

20 Shortly thereafter she started calling me into her
21 office to talk to me about issues that when I shared them with
22 my fellow residents the feedback was, "Well, that's unusual.
23 Why would she talk to you about coming to a medical student,
24 particularly when the feedback they gave to the medical student
25 was not out of the ordinary in the mistake that they made and

1 gave them offers back, et cetera? You know, why would that
2 (indiscernible)?" or why would it have been an issue that the
3 patient -- "a patient" who is a malingerer, basically a liar,
4 for whatever reason presents themselves repeatedly to the
5 emergency room with no real medical issue, why would
6 discharging such a patient be an issue for her.

7 Several things like this came up that I detailed in
8 one of my exhibits here that I'd like to present to you. And
9 basically what I have here is the (inaudible) so I will share
10 this screen with you if necessary.

11 THE COURT: Do you recall which exhibit of yours it
12 is?

13 MS. PARVIZI: Let's see.

14 THE COURT: In terms of a letter?

15 MS. PARVIZI: Yes, Exhibit C.

16 THE COURT: Exhibit C. Okay. Thank you.

17 MS. PARVIZI: Is that clear to everybody on the
18 screen?

19 THE COURT: We can see it, your screen.

20 MS. PARVIZI: So I have detailed here the rebuttal
21 that I gave to her, the medication (phonetic) plan. So
22 suddenly, you know, taking me completely by surprise she called
23 me into her office one day and I have -- I was (inaudible)
24 modification plan, you know, and this is the (indiscernible).
25 This goes before the committee, before a residency

1 (indiscernible).

2 And so my rebuttal, (indiscernible) plan summarizes
3 pretty well what the points were against me. There were
4 performance deficits but there was nothing that was severe
5 enough to compromise patient care. Here that I started my
6 residency program could be Irene (inaudible) out of 12 -- about
7 11-type hits. I was -- and I completely destroyed (phonetic)
8 the mental residency hospital for that (indiscernible) of
9 Vermont. And so suddenly there's (inaudible) where normally
10 chronic patients at that setting were now released in the
11 community and for constant (inaudible), you know, to our
12 services (inaudible). And four residents are here and the one
13 intern on call, you know, per night.

14 It was just an extraordinary situation, you know, to
15 handle not only the inpatient, not only the incoming, but also
16 the sedation of that (indiscernible) patients who have been
17 released from state hospital, you know, constantly working
18 (inaudible).

19 So, you know, some of the complaints were not
20 (indiscernible) but nevertheless decided to first put them on
21 the mediation (indiscernible).

22 Q. Do you have a way to make your speaker a little bit
23 louder? Sometimes you're a little bit hard to hear.

24 A. Oh, I am -- I am -- yeah. I will try to speak a
25 little bit louder.

1 Q. Oh, that's -- that's 100 percent better.

2 A. Is that better? Oh.

3 Q. Whatever you just did.

4 A. Okay.

5 Q. Please go ahead.

6 A. And so some of the other complaints that I mentioned
7 to you about the medical student, which is detailed down here,
8 you know, and discharging a malingering patient. And then
9 there was another case where it wasn't a case related to a
10 patient but it was a case related to -- would it be helpful if
11 I just went down here? Maybe I'm rushing this too much. I
12 feel like we have limited time, but I should not feel that way.

13 Q. You don't -- yeah, you shouldn't rush.

14 A. Okay.

15 Q. And don't assume that I know --

16 A. Okay.

17 Q. -- everything that you're presenting --

18 A. Yes.

19 Q. -- because I don't know at the top if this is just a
20 letter to you --

21 A. Right.

22 Q. -- or who is this from and I also don't know a time
23 frame. So if you can tell me those things first.

24 A. Sure. So thank you for saying that because I feel
25 like I'm rushing. I don't want to take -

1 Q. Don't rush.

2 A. So this was written around -- this rebuttal around
3 November of 2012. So I started to in June of 2012 so this is
4 not long after the beginning of my -- of my tenure as president
5 with (indiscernible).

6 So this is the first complaint that she had was for
7 performance deficit, that I was not good at (indiscernible)
8 procedures, but yet these are procedures that they were updated
9 constantly. So, you know, and other residents were also
10 (indiscernible) about it. And, in fact, just prior to her
11 complaint had a meeting to try to clarify this issue for
12 everyone. So the fact that she is (indiscernible) deficit of
13 finding particular it is -- the whole of a crisis for her. I
14 put this a criticisms from one of the attendings and what I
15 said in my rebuttal was that I don't feel that it's my place to
16 try to practically be clear about this type of admission from,
17 you know, a center -- what a psychiatric center would propound
18 (phonetic) but that essentially (indiscernible) about. I can
19 have other residents. They also applied (indiscernible)
20 admission (indiscernible) your position and they didn't think
21 it's always (indiscernible). There's always a point you
22 otherwise would like (indiscernible).

23 So, you know, I think her complaint was, why did the
24 crisis workers -- it's like, well, it's not my responsibility
25 to ask and not -- not it would be, you know, but a senior

1 licensed worker, Cheon (phonetic), went (indiscernible)
2 she clearly knows what she wants to meet. That's none of my
3 business. But they have a bond and that's their business. But
4 again, that's listed as a shortcoming of mine.

5 Returning pages in a timely manner. This happened
6 only once many weeks ago during a supervised meeting. I'm
7 missing a word there with the senior resident from the medical
8 school that accidentally turned my finger alarm off while
9 trying to adjust other functions. I am not aware of any other
10 and certainly no one has given me any feedback about this
11 problem.

12 So again, these are -- I'm not pulling these out of a
13 hat. These were specific rebuttals that addressed the first
14 specific complaint about me.

15 Morning signout. In the first, second meeting with
16 the doctor that had told me that Sanchit (phonetic) was a
17 senior resident, I reported to her that I was effectively late
18 from (indiscernible). I noticed that they had a prior hardship
19 (indiscernible) for residents never came to (inaudible). I
20 asked -- I simply asked (indiscernible) for another inpatient
21 or resident fully. My impression was that Dr. Lewis learned
22 about the possibility that I might frankly betray another
23 resident rather than expressing my genuine conclusion of being
24 reprimanded.

25 Again, but I -- what -- I'm -- I take issue with that

1 myself. I should not have (inaudible), so I absolutely do not
2 (indiscernible) that.

3 Taking longer than other residents stuck (phonetic)
4 and my response was, well, I vowed to being thorough and I
5 don't think that this is an item that without any prior
6 feedback -- any -- no one had told me prior to getting this
7 mediation plan that that was a problem for -- you know, getting
8 feedback on how to do better and giving me an opportunity to do
9 (indiscernible) right out of the (inaudible) in writing
10 (inaudible) the litigation (inaudible). It deserves to be
11 presented before the Education Committee at this point in time,
12 too.

13 Dr. Lewis (indiscernible) regarding orders. That's
14 specifically with regard to direct transfers from the court. I
15 am now very clear about this because it says something that,
16 you know, I was getting feedback on showing how to do it
17 appropriately, properly and I followed through.

18 But again, she felt that it was appropriate for her
19 to present this before an entire academic committee in a
20 mitigation (phonetic) plan prior to consulting with me giving
21 me feedback and then watching me (indiscernible) which is what
22 training is all about. That's why it's called a training
23 program.

24 Shall I (indiscernible), by the way, of
25 (indiscernible) senior resident was (inaudible). Both doctors

1 (indiscernible) resident (indiscernible) early acknowledged
2 that not providing good signout is a universal issue at times
3 with all residents, not specific to me. However, this is
4 definitely something I am working on.

5 Appropriate use of attending physician. My
6 understanding is that this is a direct (inaudible) regarding a
7 malingering patient, although Dr. Pierattini (phonetic), who is
8 the chairman of the department, did not think this was a
9 problem. I acknowledged that I needed to be more aware of
10 this, communicate with the attending and if the outpatient care
11 (inaudible). This is the first time that this had come up
12 (phonetic).

13 And in my rebuttal I picked out the letters that at
14 no time prior to (indiscernible) patient plan were by informed
15 (indiscernible) resident that there was any performance steps
16 on my part whatsoever and I'm sure there were. I just hope
17 (indiscernible), but again, not addressed to me in the -- sort
18 of a constructive criticism at all.

19 And her next complaint is Roman Numeral I for all my
20 performance techniques. That's it. And then Roman Numeral II
21 her accusation was that I miscorrected that and that I
22 fabricate and she essentially accused me of having cognitive
23 issues of -- which is a pretty serious accusation. So all
24 those (inaudible) one at a time.

25 Of all the medical students that I've worked with

1 only two, in my opinion, required feedback about not
2 (inaudible). A third-year medical student without knowledge of
3 a conversation between (indiscernible) like health, regarding
4 medication (inaudible) had proceeded to have this conversation
5 (indiscernible) after the fact (indiscernible) sensitive issue
6 (inaudible).

7 I asked this if it might go into some medication
8 issue like (indiscernible) patients in general, check
9 (indiscernible) or with myself or doing so in the future. So
10 that was not a problem. You know, this medical student
11 obviously a very important (indiscernible) issue and that would
12 be (indiscernible).

13 Next came -- this was after her, a fourth-year
14 medical student on its big part to take care of admission when
15 he had introduced himself at the initial interview, I would
16 still go (inaudible) information. He had been seen in the
17 emergency department for suicidal ideation earlier a couple
18 nights before, had been sent home with it twice. And then the
19 next day after he had been sent home from the ER had
20 (indiscernible) and was now admitted (inaudible) and this is
21 the patient that the medical student was (inaudible) talking
22 first. I walked into the room to find the medical student
23 extracting the details of the patient's first visit emergency
24 room when he had been discharged and the circumstances under
25 which he had been discharged.

1 Later in the privacy of the conference room I
2 discussed with the student why exploring this topic - this
3 entire topic with this patient and (indiscernible) was
4 completely inappropriate. I also discussed with him why in a
5 new patient on his own for the first time on Shep 6 (phonetic)
6 before the core -- you know, your cases might be potentially
7 dangerous. He seemed to appreciate the criticism and I was
8 satisfied with (indiscernible). I had no intention of
9 mentioning the situation to anyone else. I've been in intense
10 (indiscernible) have a complaint against (inaudible) director
11 of the medical students' location. You know, I thought he's
12 mature enough, yes, that good enough.

13 Also, apply what I had learned from Medical Student A
14 from above during my orientation with the new incoming medical
15 student and on the first day I told them they need to be aware
16 of this medication which is (indiscernible). So, you know, as
17 I'm learning -- as I'm learning how to deal with, you know,
18 medical students I'm applying what I'm learning with -- you
19 know, as I move forward basically.

20 So on 9/14/12 -- on September the 14th, Dr. Lewis had
21 a meeting with me, first by annual thing that she likes to have
22 with her (inaudible). She checked in with me about my living
23 situation, et cetera. The one and only feedback I got from her
24 at this meeting was that a medical student -- this is Medical
25 Student B -- had complained about my having been harsh with

1 them. I explained to Dr. Lewis that certain (inaudible)
2 regarding inappropriate topic of discussion with a suicidal
3 patient and she agreed with my rationale for having expressed
4 my concern with the medical student.

5 According to the mediation plan, and I later
6 discussed this -- this subject, she apparently had the second
7 medical student, a student - she apparently had the second
8 medical student deny the topic of our conversation and she
9 apparently went back and had a conversation with that medical
10 student, even though she's not even the director of the medical
11 (inaudible) at this point. She apparently went back to him and
12 talked with him and the student apparently conferred the night
13 the topic of our conversation.

14 Apparently, as I'm finding out for the first time
15 from meeting Dr. (Indiscernible) litigation document, his main
16 concern had been about what I had said during my orientation
17 regarding his stocking medication issue for suicidal patients.

18 So apparently that's what he told her, that he didn't
19 have a problem with me giving him feedback about talking with
20 the suicidal patient. You know, he was offended by the fact
21 that I had asked Dr. Penn (phonetic) what -- you know, his
22 entire core board (phonetic) of medical students careful about
23 discussing, you know, medications with (inaudible).

24 Recently on 10/18, so this is the day of - a month
25 later, Dr. Lewis talking about the student had also

1 (indiscernible) suggestion of having him in with her and myself
2 to clarify the situation. It seems like Dr. Lewis then
3 concluded that the student was being honest, that I was the one
4 being dishonest. I mean, that was her conclusion, that there
5 was a discrepancy in what I'm saying was there, even though it
6 seemed like it wasn't even denying the fact that he and I had
7 had a meeting. He just was offended at something else.

8 And when Dr. Lewis first told me, "Oh, a medical
9 student has complained about you," my assumption was, "Oh, he
10 must have complained about the other situation." I'll leave it
11 for you to figure that one out, you know, but he, you know,
12 asked me if (indiscernible). I was just (inaudible) probably
13 on right now about why this (inaudible).

14 So my plan to sort of, you know, get down on my knees
15 basically and ask for forgiveness for a situation that I'm not
16 even clear on is from now on if I have any (indiscernible)
17 medical certificate, I will coordinate the issue with
18 Dr. Noriette (phonetic), who is the director of the
19 (inaudible).

20 Situation here was a short call which is from 4:00
21 p.m. to 8:00 p.m., a four-hour (inaudible) four-hour
22 (inaudible). The attending on call was a Dr. Altoff
23 (phonetic). I've presented (inaudible) 4:00 p.m. and that's
24 what is called the short call (indiscernible) overnight call
25 would go up at 8:00 and they would be on call for the following

1 12 hours.

2 So -- and there was a rule with interns, which is
3 what I was, which is basically that you cannot be on call for,
4 you know, a certain amount of time. You know, that's why
5 perhaps he had to go home at 8:00 otherwise he (indiscernible)
6 violation of the rules of the time limit of how long the
7 (inaudible) on duty as an intern.

8 So at 8:00 p.m. I -- and while this is going on there
9 is no attending in the hospital, so you are on the phone with
10 psychiatrist on call so (indiscernible) with him sometime after
11 8:00 p.m. You know, of course, they drag on so, you know,
12 (inaudible) knowing that there were two new admissions
13 waiting -- two new psychiatric admissions (inaudible) and I
14 told them, "I will call you later to present one admission,"
15 because there was a lot to leave for the incoming overnight
16 residents. It's a lot to handle.

17 And Dr. Altoff told me, "No, it's after 8:00 p.m. and
18 you go home. Those are the (inaudible)." I reminded him that
19 there are two admissions (indiscernible) both (indiscernible)
20 go home.

21 Meeting number two with his 1-8 (indiscernible)
22 September, Dr. Lewis and the chief resident explained that the
23 night float resident had had a very difficult night and why had
24 I not offered to help him. She wondered about my work ethic.
25 I explained to her my exchange with Dr. Altoff which she was

1 able to confirm. The next day I sent an email to the night
2 float who was (inaudible) cc: that the float -- you know, cc:
3 the message to go to Dr. Lewis expressing my regret for not
4 having offered correctly any additional help.

5 In the rare mediation plan Dr. Lewis contested that
6 during the 9/28 (indiscernible) occur and the resident, I told
7 them that I often helped (indiscernible) directly. He claimed
8 that I did not. I am simply saying that, in fact, I made his
9 comment to Dr. Altoff and not (indiscernible) and that's why I
10 submitted an email apologizing to him for not -- regardless of
11 what Dr. Altoff said that he's at least -- at least -- I don't
12 know -- at least said, "Hey, I hope that (inaudible)," as
13 reflected by my email to him the following day and I reported
14 my email here (indiscernible). I sent it. "I just wanted to
15 drop a line and say how sorry I am about that awful
16 (indiscernible) time. Please know that if I had known better,
17 his life would have been a little easier (indiscernible)" and
18 this again despite the fact that the attending asked me to go
19 home in no uncertain terms.

20 My plan is to always be sure to ask the fellow
21 resident coming on call whether they knew that he helped
22 somebody (phonetic). See what's a nursing like from
23 (indiscernible) weekend off and again held a meeting with
24 Dr. Lewis. Dr. Lewis (indiscernible) left with the complaint.
25 I got a call from the inpatient (indiscernible) nurse sometime

1 between 6:00 and 7:00 p.m. telling me that there might be a
2 situation -- problem basically with the people who are patients
3 and what medications (inaudible). And I have (indiscernible)
4 phone call.

5 And so the weekend when I'm on call and again, I'm
6 all by myself. Nobody else was there. And again, this is in
7 the context of the consequences of the mental state hospital
8 having been destroyed on top of it (phonetic).

9 I asked them when the last dose of his standing
10 medication had been given. He told (indiscernible) in the
11 computer and to sign out when, in fact, several times I told
12 him to find the correct information (indiscernible) decisions
13 on what to give the patient and that on the (indiscernible). I
14 never heard back from him.

15 An hour later when I went back to the inpatient floor
16 everything was quiet, however, (indiscernible) I signed out
17 (indiscernible) and the nurse in question followed me out and
18 at that point I turned to him and I apologized if I had been
19 sharp with him regarding medications. You know, I think this
20 is the precise information (indiscernible). He seemed to
21 accept my apology and also understood the importance, from my
22 point of view, of having the correct information.

23 Later a nurse who was not on duty or present at the
24 time of the above incident, Chelsea Cordner (phonetic), filed a
25 complaint against me. According to Dr. (Indiscernible), Nurse

1 (indiscernible) I never asked to call me back. However,
2 according to Nurse Cordner, Alexander Johnson just
3 (indiscernible) comfortable calling me back. And this is why I
4 mentioned in my rebuttal that when I went to Shep 6 (phonetic),
5 everything was quiet and there were no altercations or
6 emergencies. I mean -- and also I mentioned he was a new
7 nurse.

8 I mean, you know, you don't tell yourself when you're
9 a professional what you would like to have a patient, you know,
10 somebody asked me to give them precise information about
11 medication. I wasn't able to like go bad (phonetic) about it
12 and now I don't know (indiscernible) calling this resident
13 back. Although they typically asked -- he called them back to
14 tell me what's going on, I wasn't comfortable. That is not --
15 and I had certainly apologized to him and I know I'm within my
16 rights to ask (inaudible). I don't think I'd done anything
17 wrong. But nevertheless --

18 Q. So Ms. Parvizi, I'm going to interrupt you right now.

19 A. Yeah.

20 Q. As you're speaking, the audio is not good at all.

21 A. Okay.

22 Q. I'm able to follow because you're essentially reading
23 the document so you've gotten through --

24 A. Oh.

25 Q. -- page 4 out of 7. Is there any way that you can go

1 to an inside location?

2 A. Oh, let me try. Let me try. Hang on.

3 Q. And let -- go ahead. I'll just wait.

4 A. Yeah. I am so sorry. I woke up this morning and
5 found the neighbors doing, you know, a major project in their
6 yard with trucks and everything, so it was just horrendous is
7 why I came out here. I'm sitting in a place that's a little
8 more sheltered and hope that maybe this will improve the audio.
9 Oh, okay.

10 Q. Okay. We'll give it a try.

11 A. We'll give it a try. Okay.

12 When I -- so after this incident with the nurse I --
13 she had a meeting with me and I suggested to Dr. Lewis, you
14 know, maybe it would be better in the future if as soon as I
15 get a call from the in-patient floor maybe I should just drop
16 everything and run to the floor. And she says, "No, no, that's
17 not necessary. You have to use your judgment, you know, decide
18 whether, you know, you should go there or not."

19 It seems that in this case my judgment was correct,
20 you know, that I decided not to drop everything and run to the
21 floor because, you know, the nurse had clearly indicated there
22 might be an escalation. You know, it wasn't a sure thing and I
23 also asked them to call me back if there was a problem, which
24 he never did.

25 So, you know, my judgment was not off. It seemed

1 that in this case my judgment was correct, there was no need
2 for medication or my presence. But Dr. Lewis -- but
3 Dr. Lewis's concern is for the discrepancy in what she heard
4 from me versus from a nurse who was not even involved in the
5 situation. So my plan was I reviewed emergency procedures with
6 a senior resident with this case.

7 Case D, there was an emergency department case of a
8 malingering patient. The attending with Dr. Chigpuntam
9 (phonetic). One collateral source had provided information
10 regarding malingering. I called Dr. C and we had a half-hour-
11 long conversation about the intricacies of this -- of
12 discharging malingerers. During this conversation I expressed
13 to him my great discomfort confronting this patient with my
14 collateral information, which was that he's a malingerer.
15 Here, a potential risk of harm to the collateral source,
16 meaning the patient's friend. I did not feel safe telling him,
17 "Hey, here's your friend who told us that, you know, you're
18 basically lying to him."

19 Dr. Chig -- Dr. C; I'll call him Dr. C -- told me,
20 "This is an interesting case and you'll have to figure out how
21 to go about discharging this patient now, especially since you
22 already told him we have a bed available for him," which
23 unfortunately I had none. Dr. C asked me to call the pharmacy
24 indicated on his medication to confirm the correct number of
25 pills and call him back. I made this call only to find out

1 that the source wasn't in fact an admitting (phonetic) mental
2 health facility in Ohio. The pharmacy was closed.

3 However, they informed me that they could offer
4 additional information about this patient with the release of
5 information. I obtained a release form from the patient, faxed
6 it to this facility, and I was able to perform the confirmed
7 information provided by the first collateral source, which was
8 the patient's friend.

9 As there was no further new information to convey to
10 Dr. C and he had already discussed about discharging a
11 malingering patient, I began a process of discharging. I met
12 with three security guards and began discussing how I would
13 approach the patient with the PA Matt Solver (phonetic).

14 As we were having the discussion, an ED attending who
15 was familiar with the case because he came through often told
16 me, "I wouldn't go into any details with this patient. Just
17 tell him there are no beds and we will hold onto his medication
18 in the emergency department and he can follow up with crisis
19 tomorrow if he wants to." This is the emergency department
20 attending.

21 So I follow his directions and then called Dr. C for
22 closure. He was very upset, Dr. C. He said that I should have
23 confronted this patient with the collateral information and
24 perhaps he could have admitted if he began again acted
25 violently because if he now goes out and hurts himself, we will

1 be liable.

2 Dr. C was also upset that the crisis clinician who
3 was accompanied by her supervisor as she was still in training
4 had left long ago. This is another case where a crisis worker
5 has left. After information from the first collateral source
6 had been obtained, he informed me that the present clinician
7 should have stayed and participated in the discharge process
8 with the PA and myself. I was not aware of it. Later that
9 night from home I contacted -- I contacted the on-call crisis
10 clinician and updated him about this case.

11 The next day on the 15th I left a message with
12 Dr. Lewis very concerned because, you know, Dr. C being so
13 concerned about discharging a malingering patient, even though
14 it was going fully with the advice of the emergency department,
15 you know, attending whose show it is basically -- it's his
16 department, you know -- I left a message with Dr. Lewis very
17 concerned asking to meet with me further to discuss this case.

18 However, that morning before I had a chance to hear
19 back from Dr. Lewis I had a seminar with Dr. Pierattini
20 (phonetic), who's the chairman of the department. Afterward,
21 in light of the fact that there had been a recent and extensive
22 discussion about ownership of patients in the ED, i.e., who,
23 you know, ownership in terms of here's a psych patient but, you
24 know, does the psychiatric department own this patient or does
25 the ED department own this patient, you know, versus crisis. I

1 approached him for his view on this particular case. I was
2 very concerned about whether or not I had done the right thing
3 following the ED attending's suggestion about discharging the
4 patient without any further discussion with him about his first
5 collateral or (indiscernible).

6 Dr. Pierattini, again, the chairman of the
7 department, told me that there was no single right way to go
8 about dealing with malingerers and there was nothing wrong with
9 following an ED attending's suggestion in this case.

10 I met with Dr. Lewis's meeting number four with her
11 to discuss this case. I felt that it wasn't my place to either
12 defend or blame the crisis clinician, especially since she was
13 under direct supervision. Her own supervisor was there with
14 her, but I did express regret that I was not entirely aware of
15 the rules and regulations with regard to this particular
16 matter. I have been faulted in the performance deficit section
17 for this lack of awareness. "Fran (phonetic), I need to be in
18 contact with on-call attending at every developing stage of a
19 case." So, you know, I should have called Dr. Chigpuntam and
20 told him, "Hey, you know, the ED attending has asked me to
21 discharge this patient with no further questions, no further"
22 and he once had said basically in like four other cases and I
23 discharged them. "You know, I'm going to discharge them. What
24 do you think?" You know, that's essentially the plan. That's
25 what I'm saying.

1 So that is the gist of it. That is what this is all
2 about. And so at this point after I wrote this rebuttal I was
3 told that there is an ombudsman at the hospital, you know --

4 Q. I can't hear you again, Ms. Parvizi.

5 A. Oh, oh.

6 Q. Hold on. Let me make you louder if I can.

7 A. Okay.

8 Q. Okay. Try that again. After this, then what
9 happened?

10 A. After this -- you know, I was told that there is an
11 ombudsperson at the hospital whose job it is to basically
12 mediate when there's conflict and I clearly felt that there was
13 a lot of conflict suddenly starting to happen between myself
14 and Dr. Lewis for cases that seem to, you know -- you know,
15 certainly worth discussing but not worth punishing somebody
16 for. You know, these are cases that are worthy of having as a
17 basis for training somebody professionally, not for punishing
18 them, which is what essentially she was doing.

19 So I went to the ombudsperson and presented this
20 entire document to him and her complaint and said, you know,
21 basically she's not so much concerned with the particular
22 cases, it seems. She's more concerned -- she's saying
23 basically, "You're saying one thing and I'm hearing something
24 else and you must be lying. You must -- basically you must
25 have cognitive defect," is her conclusion.

1 And his suggestion was basically "Why don't I be
2 present?" And his name was Dr. Robert McColly (phonetic), who
3 was also on the ethics commission and was the hospital
4 ombudsperson. And he said, "Why don't I be present during any
5 meeting that you ever have with Dr. Lewis again and then that
6 way there can be a witness so that she cannot say you said this
7 and then later on said, no, I heard this or somebody else said
8 this and, you know, use that as a claim against you. You know,
9 maybe if there's a witness then things will go better." And I
10 jumped at that opportunity. I said, "Absolutely. That would
11 be great, but it seems like that is the problem."

12 And so after this point whenever Dr. Lewis wanted to
13 meet with me I would let Dr. McColly know and he would show up
14 and he would be there. It was not comfortable. Obviously it
15 did not improve dynamics with her because she did not like that
16 obviously, but there were no more complaints after this. And I
17 said, you know, "Whatever you want me to do, let's do it. You
18 know, you want me to go -- you know, keep going through my
19 rotations and meet with you, you know, after every rotation,
20 which is basically after every four to five, six weeks, I'm
21 happy to do that and Dr. McColly will be there and, you know,
22 and that's that." You know, and then once we do that, the
23 terms of the mediation plan will be taken care of basically,
24 know. It will be like, you know, "I basically remediated, I
25 addressed all your concerns and we're good to go forward from

1 here."

2 Well, in January Dr. McColly went on a year-long
3 sabbatical to England. He left the country in January and as
4 it turned out I was working -- I had just started working on
5 the floor for one of my rotations under the direct supervision
6 of Dr. Lewis in (indiscernible). And literally within the
7 week -- within a week after I started working on the floor,
8 days after Dr. McColly had left the country and no one was
9 there to be present between -- you know, basically acted
10 arbiter between me and her, she found an excuse to basically
11 put me on a leave of absence and that's when I asked for a
12 hearing.

13 Q. I'm sorry, that's when you asked for what?

14 A. A hearing. A hearing before --

15 Q. Okay.

16 A. -- a committee to basically bring up all these
17 concerns and say, "I am being treated unfairly. I should be
18 trained, but I'm not being trained. I'm being punished
19 essentially." And let me just -- so this is the end of this
20 exhibit.

21 Q. Okay.

22 A. And so this is an email that I sent to my attorney at
23 this time. So at this time I started looking around for legal
24 advice and, lo and behold, I found out that -- and this is
25 going back to Exhibit B, which is that in 2011, just a year

1 before I began my residency in this program, there was a
2 Dr. Young, another psychiatric resident, who had sued the
3 department, which is essentially the hospital, for breach of
4 contract. And she ended up getting herself a jury trial and
5 winning one of the biggest civil lawsuits in Vermont history
6 apparently. And this is a website from Longrock Sperry & Wool,
7 which is a legal firm in Burlington, Vermont, who represented
8 this psych resident in this same program.

9 So she brought a suit for breach of employment and
10 she won her case. And one of the -- Popick -- Mr. Popick, one
11 of the attorneys who represented her is the attorney who I was
12 fortunate enough to find in my search to try to protect my
13 career and fight a battle against, you know, basically being
14 railroaded is what was happening here and what I felt like was
15 happening here.

16 And so he took on my case. And this is a letter
17 that -- an email that I sent to him in March which is match
18 time. March is when the match happens and if you want to go
19 into residency program, a training program, that's where --
20 that's when you find out where you go.

21 Now, at the end of the match there are usually open
22 spots where there hasn't been a match, you know, between
23 residents and training program and so that's an opportunity for
24 residents to reach out directly to residency programs and say,
25 how about we strike a deal, and that's usually -- that's

1 traditionally been called "the scramble" because you're
2 scrambling. Both the programs and the residents are scrambling
3 to find a match outside of the official match, which has
4 already taken place, and the time frame varies every year, but
5 it's always in March.

6 So this is an email that I sent to Hobart (phonetic),
7 who is Hobart Topic (phonetic). I just wanted to be clear on
8 an important point that should be helpful. This past week is
9 what is called the scramble, ID any open positions left after
10 the final residency match, which took place this past Monday,
11 are up for grabs. And during this time programs have to make
12 rapid decisions to make sure their slots are filled by Friday,
13 which is that day of the email.

14 And since appeals hearing never took place, you know,
15 I -- appeal hearing took place and there was no resolution and
16 the appeal hearing did not take place as it was supposed to.
17 In their own by-laws they say, we will give you a hearing
18 within four weeks of your request for a hearing. Those are the
19 hospital rules and they basically broke their own rules and
20 never got back to me four weeks after I asked for a hearing.

21 So had I had the hearing I would have known that the
22 resolution wasn't my situation. You know, at that point I
23 would have -- potentially I was hoping for a positive result
24 for myself so that I could have reached out to these open spots
25 in these programs and said, hey, this is what's happened here

1 and, by the way, it's been resolved in my favor and I would
2 love to come and serve you; how about that; but there was no
3 resolution even after four weeks.

4 So therefore, I still don't know exactly what Judy
5 Lewis would say about me. I decided to sit the scramble out
6 rather than risk not only a negative outcome but a prejudicial
7 report that might follow me into next year's application
8 process. Needless to say, I considered this a very serious
9 damage that's a direct consequence of not having had an appeal
10 on time. Of course, the outcome of the appeal could have been
11 unfavorable to me but then, again, we don't know.

12 So in summary, I just missed my best chance of
13 finding another position somewhere else. My only option right
14 now is to send out letters to every single program in the
15 country, which I did, asking them to keep me in mind in case
16 there's an unanticipated opening as soon as we settle things
17 with (indiscernible).

18 All things considered, I really think the best way to
19 go about this -- to go about that is to agree to appoint
20 someone besides Judy Lewis to discuss my case with prospective
21 program directors because clearly, you know, she has nothing
22 nice to say about me.

23 I also think that if I don't find a position by July
24 1st, which is very likely, Fletcher Allen ought to consider
25 paying for that damage given their breach of contract and the

1 consequences of that. It adds up to my being one year out of a
2 training program or one year late in starting my career. "I
3 look forward to hearing your response," you," et cetera.

4 So this is another email sent to Mr. Popick on
5 July 2nd. So I'll jump to the second paragraph:

6 "I recently heard from interesting news about the
7 aftermath of my sign-up and thought you might be at least
8 amused to know about it. It turns out that the resident
9 who Judy Lewis hired to replace me is a woman who was
10 fired from another residency program, Huff (phonetic) I
11 believe, from prescribing narcotics and benzodiazepines
12 for herself. In fact, she has a public record of being on
13 disciplinary action easily accessed on Google."

14 This is from the Massachusetts Medical Disciplinary
15 Board.

16 "And even now at Fletcher Allen she regularly has to
17 interrupt her work in order to submit urine samples.
18 Apparently she was a medical student at UBM and was known
19 to Dr. Lewis and, therefore, a known quantity.

20 "I am still unemployed and very much in search of a
21 job here in the Connecticut/New York area, but at least
22 I'm a little more hopeful as far as finding another
23 residency position for next year. "Well, here we are in
24 2012 and I have not found a residency program."

25 I have knocked on every door and not just on -- you

1 know, on psychiatric programs which is what my passion is for,
2 but family medicine and pathology. And I even spent time in --
3 at the Holyoke Health Center and at the Emily Dickinson
4 Hospital following the pathology department attendings trying
5 to prepare myself for potential interviews that I might have
6 for family medicine, for pathology residency programs and,
7 again, those never (inaudible).

8 I'm sorry. I'm just going to go grab a tissue. I'll
9 be right back if that's okay.

10 Q. That's all right.

11 (Pause)

12 A. So I guess the next series of exhibits --

13 Q. You're still pretty -- it's a little bit difficult --
14 it's better than it was before.

15 A. Okay.

16 Q. And I can tell that you're -- you seem to be holding
17 whatever the device is. Is there any way for you to put it on
18 a table and then speak closer to it?

19 A. Sure. How's that?

20 Q. It's the same really.

21 A. It's the -- I'm sorry. Are you not able to see me
22 prop -- well?

23 Q. I can see you fine. Let me just do this. Okay.
24 It's -- I see you fine. I see your screen fine. It's just
25 that the -- the audio is quite soft.

1 A. It's quite soft. I'm not sure what else to do. I'm
2 going to try to speak a lot louder now. I'm sorry. I got
3 choked up before.

4 Q. Yeah.

5 A. I'm almost done with my presentation --

6 Q. Okay.

7 A. -- so it's sort of the biggest part of it. The
8 other --

9 Q. Okay.

10 A. -- thing that I want to present is this series of --

11 Q. I couldn't hear that last piece.

12 A. Oh.

13 Q. I heard something about one percent.

14 A. Yeah, the last thing that I want to present is a
15 series of email confirmations about my job applications just
16 from last summer.

17 Q. Okay.

18 A. So what I've been doing basically since leaving my
19 residency program is that I have been teaching as an adjunct.
20 I'm not sure if everyone here knows what an "adjunct" is, but
21 an adjunct is basically an instructor at a college, usually
22 community colleges, where you don't have any kind of stability,
23 no guarantee of a job from semester to semester. You know,
24 they hire you to teach courses with no benefits and basically
25 you get the scraps of what's left at the, you know, end of all

1 the senior instructors picking whatever courses they want to
2 teach.

3 So that's what I have been doing and also working in
4 schools as a substitute teacher. You know, needless to say, I
5 mean, after -- I think what I should also go back to is an
6 email from the National Residency Match Program, the NRMP,
7 which is basically an email saying, you have applied; yeah, we
8 can confirm that you have spent the last five years applying to
9 residency programs and never got admitted, a single one. And I
10 will also add that I never got an interview either. So that is
11 one of the exhibits that I can pull up, an email from NRMP
12 confirming the fact that I didn't just sit on my butt after
13 this happened. You know, right afterwards I sent out emails to
14 every single --

15 THE COURT: Hold on one second.

16 Let me ask, Mr. Reynolds, can you turn your video
17 back on and your audio and let us know how you're finding it?

18 THE CLERK: Not great.

19 THE COURT: Okay.

20 THE WITNESS: Okay. Let me see. Where can I go?
21 You know --

22 **BY THE COURT:**

23 Q. Yeah, right now I can't -- I couldn't you at all, Ms.
24 Parvizi.

25 A. Okay. Could you maybe (inaudible) --

1 Q. Why don't I -- it's 11:20.

2 A. Yes. Yeah, maybe give me a chance to run home and
3 maybe this -- this -- this business with the trucks and
4 everything is over at home and I can just continue at home.

5 Q. So I'm -- obviously I don't know where you are right
6 now. How much time do you need to travel to that other
7 location?

8 A. About ten minutes.

9 THE COURT: Okay. So it's 11:20 now. I just want to
10 give it plenty of time. So Mr. Reynolds, what do you think?

11 THE CLERK: Judge, I think if we were able to take a
12 15-minute recess --

13 THE COURT: Great.

14 THE CLERK: -- that might be good for everybody and
15 that would allow Ms. Parvizi a little bit of breathing room --

16 THE COURT: Okay.

17 THE CLERK: -- to get back where she needs to.

18 THE COURT: So I'm going to leave the Zoom open,
19 Mr. Reynolds, but obviously I'm going to step away. Okay.

20 THE CLERK: All right.

21 THE COURT: So we'll take a 15-minute recess.

22 MS. PARVIZI: Okay. Thank you so much.

23 THE CLERK: All right. Ms. Kaye, would you prefer
24 that I send you to the conference room with your colleagues or
25 do you want me to leave you where you are?

1 MS. KAYE: If you could put me in the conference room
2 that would be great.

3 THE CLERK: Okay. Just to everybody who's listening,
4 I am going to -- you should all be getting invitation to join
5 the conference room. Please accept that invitation and I will
6 close the conference.

7 MS. KAYE: Thank you.

8 (Off the record at 11:44 a.m. Back on the record at
9 12:10 p.m.)

10 THE CLERK: Okay. Can you hear me now, Ms. Parvizi?

11 THE WITNESS: (No audible response.)

12 THE CLERK: No, okay. Okay. Did -- there's
13 something -- I can't hear you either. Can you check the --
14 hold on. I've got you coming in again. Maybe this is going to
15 make the difference. Okay. Ms. Parvizi, can you hear me
16 now -- well, actually you're muted on your end, so you need to
17 unmute. Okay. It looks like you unmuted yourself. Can you
18 hear me okay now?

19 THE WITNESS: I can hear you okay now, yes.

20 THE CLERK: Okay. And we can hear you, too. So what
21 I'm going to do is invite everybody else to come back in. Your
22 video is freezing up in increments. Yeah. It looks like it
23 keeps freezing.

24 THE WITNESS: Okay. Give me just a second, okay?
25 Hang on.

1 THE CLERK: Do you have the option?

2 (No audible response.)

3 I just started recording again. I don't know how
4 long, quite honestly, we have not been recording this.

5 THE COURT: Okay. Well, I do know that since the
6 break Ms. Parvizi went through her Exhibits G and H in detail
7 and then had argument, which as I mentioned is more appropriate
8 for closing anyway. So to the extent to try to make the record
9 complete, that is what happened from our last break until now.
10 And then Ms. Kaye had barely started. So Ms. Kaye is going to
11 start asking questions and we'll go from here. Thank you,
12 Attorney Kaye.

13 MS. KAYE: Thank you, Your Honor.

14 Good morning, Ms. Parvizi. I'm going to ask you a
15 few questions. I understand that we're on Zoom today so if at
16 any point you can't hear me, see me or understand what I'm
17 saying, just let me know.

18 MS. PARVIZI: Good, thank you.

19 **CROSS-EXAMINATION**

20 **BY MS. KAYE:**

21 Q. So, Ms. Parvizi, you estimate your monthly expenses
22 total approximately \$1600 per month, correct?

23 A. Correct.

24 Q. And those expenses consist of payments for your rent,
25 your storage unit, car insurance, renter's insurance, your cell

1 phone and groceries, correct?

2 A. Correct.

3 Q. And they also include \$200 per month in what you
4 describe as "discretionary spending," correct?

5 A. Correct.

6 Q. And, Ms. Parvizi, you would describe your income as
7 variable, correct?

8 A. Very correct, yes.

9 Q. But even with this variability you do have periods of
10 time or you have income to spend after accounting for your
11 \$1600 and monthly expenses, correct?

12 A. Correct.

13 Q. Ms. Parvizi, in the fall of 2018 you earned
14 approximately \$4,000 per month from August through December,
15 correct?

16 A. Correct.

17 Q. And your expenses at that time were approximately
18 \$2,000 per month, correct?

19 A. Correct.

20 Q. And that left you with approximately \$2,000 per month
21 in discretionary income, correct?

22 A. Between what periods again?

23 Q. In the fall of 2018 from August through December.

24 A. Correct.

25 Q. And you did not save any of that money during that

1 period, correct?

2 A. Correct.

3 Q. And you do not recall how you spent that money,
4 correct?

5 A. I mean, discretionary is -- I'm not sure where you
6 get the word "recall."

7 Q. You don't remember what you spent the money on
8 specifically --

9 A. Did you ask me?

10 Q. -- your discretion?

11 A. Have you asked me that question and I've said that I
12 don't recall?

13 Q. Ms. Parvizi, do you recall what you gave a deposition
14 in this case on December 19, 2019?

15 A. Yes, correct.

16 Q. And, Ms. Parvizi, at that deposition do you recall
17 that you stated that you don't remember how you spent your
18 \$2,000 --

19 A. No, I mean --

20 Q. -- discretionary income during that time?

21 A. -- they're in my bank statement. I mean, recall --
22 you know, I would have to look at my bank statement to see
23 because, you know, I mean, I don't -- I only have one bank
24 statement, which is Bank of America. As you know, I don't have
25 any other bank statements. So everything -- pretty much every

1 thing goes into and out of that one account, so I may not
2 recall specific individual expenses or -- you know, withdrawals
3 that I've made, but everything is on record.

4 Q. Okay. And you did not make any student loan payments
5 during that period, correct?

6 A. No, absolutely not, no.

7 Q. Okay. Ms. Parvizi, for the two months beginning
8 June 12, 2019, through August 13, 2019, you spent over \$1500
9 at clothing stores, household gift shops, and on Etsy.com,
10 correct?

11 A. Um-hum. Possibly, yes.

12 Q. And Ms. Parvizi, for that same two-month period
13 beginning June 12th, 2019 through August 13, 2019, we spent
14 over \$900 on meals out, coffee and Amazon and Paypal purchases,
15 correct?

16 A. Possibly, yes.

17 Q. And during that same two-month period you did not
18 make any student loan payments, correct?

19 A. Correct.

20 Q. And Ms. Parvizi, you voluntarily signed up for your
21 student loans, right?

22 A. Correct.

23 Q. And Ms. Parvizi, you are unwilling to participate in
24 an income based or payment plan, correct?

25 A. Correct.

1 Q. But based on your current income you could afford to
2 pay \$80 per month, correct, towards your student loans?

3 A. No. No.

4 Q. But you admit you spend more than \$80 per month on
5 discretionary purchases, correct?

6 A. Is it okay -- I'm sorry, I'm not a legal person. Is
7 it okay if I elaborate on my answer?

8 THE COURT: You just need to answer the question.

9 THE WITNESS: Okay.

10 THE COURT: And if you can't answer the question,
11 then you need to say, "I can't answer that question."

12 THE WITNESS: Okay. I can't answer that question.

13 **BY MS. KAYE:**

14 Q. And Ms. Parvizi, since 2014 other than applying for
15 residencies you have not sought other work in the medical
16 field, correct?

17 A. Well, as I said, I sought work as a program manager
18 for various research programs in 2013 and into 2014 and all of
19 them without success, yes, so I gave up after awhile. I
20 mean ...

21 Q. Okay. And Ms. Parvizi, you stated at your deposition
22 that you felt that jobs like being a phlebotomist or a medical
23 assistant were not as dignified a way to use your knowledge as
24 some of the other work you were trying to pursue, correct?

25 A. I mean, I'm qualified to teach. I have a good basis

1 of scientific knowledge, biology in particular, and that's what
2 I've been doing and I enjoy doing it. I feel like I'm making a
3 positive contribution to, you know, training future nurses in
4 particular and other healthcare workers and I feel like I've
5 suffered enough of a loss that I deserve a sense of dignity in
6 terms of knowing that I'm doing something that's -- that I
7 consider worthwhile.

8 Q. And Ms. Parvizi, do -- you would agree with me that
9 you have not sought to maximize your income, correct?

10 A. I mean, you know, I've never considered myself -- I
11 didn't go into medicine to make money. You know, maybe this is
12 naive but I -- you know, at this point I'm feeling like
13 maybe -- maybe hopefully I think the Mass College of Pharmacy.
14 I don't know. You know, I'm beginning to find maybe some sort
15 of foothold so that I can have some sense of stability.

16 But in terms of maximizing my income, I mean, how
17 else would you want me to do that? I mean -- I mean, the only
18 way I'm hoping to do it is by hopefully finding a stable
19 teaching situation. That's what I'm looking for. I mean, we
20 all have goals, right? That is my goal at this point.

21 Q. Okay. And so just to clarify, it's your view that it
22 just doesn't matter to you how much money you make, correct?

23 A. That's exactly right, yeah. No, I mean, as long as I
24 can live more or less comfortably, you know, and, you know, I
25 haven't taken a vacation anywhere in years. You know, I mean,

1 I'm -- yeah, I mean, I'm a pretty humble person, I would say.
2 You know, outside of -- you know, I don't have kids. I
3 specifically never wanted children because I feel, you know, a
4 simple existence is a good existence. So I think I would say
5 the money that maybe I could have spent all these, you know,
6 discretionary funds somebody could have spent on a child
7 possibly, I mean, you know, I'm spending on -- a little bit on
8 myself. I think it's okay to not have a family and not have a
9 career and at least, you know, take care of yourself a little
10 bit and not extravagantly. I don't think 15, \$1600 is an
11 extravagant sum during a two or three-month period to spend on
12 one's self considering what I could have spent had all this not
13 happened to me. Not only would I have paid back my student
14 loans but maybe -- maybe I could have bought, I don't know,
15 \$200,000 house or something. I don't live like that. I rent
16 rooms. That's how I live.

17 Q. And Ms. Parvizi, you do not believe you should be
18 required to repay your student loans, correct?

19 A. Yes, because this is clearly a case of I -- I
20 believe, in fact, there is a law on the books for excusing
21 payment of student loans based on whether you've been
22 bamboozled out of your education, out of your -- some kind of
23 training and I hope that I've proven my case that I have been
24 cheated in no uncertain terms --

25 Q. Ms. Parvizi, I don't mean to interrupt you, but --

1 A. -- out of my --

2 Q. -- it's a yes-or-no question.

3 A. Yeah.

4 Q. Thank you. And just one final question, Ms. Parvizi,
5 just to be clear, you have never once made a single voluntary
6 payment towards your student loan debt, is that correct?

7 A. That is correct, yes.

8 MS. KAYE: Okay. Thank you. No further questions,
9 Your Honor.

10 THE COURT: Thank you, Attorney Kaye. Well, as I
11 mentioned, you're going to need to point me to whatever you
12 want me to look at. I'm not just going to read Ms. Parvizi's
13 bank statements unless you're pointing them out to me, Attorney
14 Kaye. So do you want to go ahead and do that or is it just the
15 stipulated facts that maybe that's what you're hoping I'm going
16 to go by? Attorney Kaye?

17 MS. KAYE: Yes, Your Honor, thank you. Yes, the
18 stipulated facts include all the information that you would
19 necessarily glean from the exhibits, as well as the testimony
20 that Ms. Parvizi just gave now on cross, so those are the two
21 things --

22 THE COURT: Okay.

23 MS. KAYE: -- that you would need to read.

24 THE COURT: Okay.

25 MS. KAYE: From the Government's perspective.

1 (Pause)

2 THE COURT: So -- okay, Attorney Kaye, you don't have
3 any other questions, then?

4 MS. KAYE: No, Your Honor.

5 THE COURT: Okay.

6 **EXAMINATION**

7 **BY THE COURT:**

8 Q. Ms. Parvizi, did you want to say anything else? I'll
9 let you say anything else you want to say.

10 A. Oh, sure. So I guess since we weren't being recorded
11 earlier, maybe for the sake of the record --

12 Q. Sure.

13 A. -- I'll repeat what I said before. Kaye is --
14 actually, one of the exhibits that Attorney Kaye showed at the
15 very beginning, which was from 2007, which was my offer to --
16 and thank you for showing that, by the way, Attorney Kaye,
17 because that was an exhibit that I had asked of you, but I did
18 not use it myself. But this is -- this was \$45,000 that I had
19 offered to the Department of Education as sort of a settlement,
20 if you will, and this -- I had basically "inherited." Even
21 though my father was still alive at the time, he had sold a
22 piece of land that he had and I have two other siblings and my
23 mother, and so the profit that he made from the sale of that
24 land amounted to \$100,000 that came to me.

25 And so out of that \$100,000 was \$45,000 that I

1 offered to give to the Department of Education. This was for a
2 master's degree that I had loans from before and so on. So
3 just to say, I have not taken out student loans in bad faith,
4 you know. Even when I had a little bit of -- not a little
5 bit -- you know, \$100,000 to me is a lot of money. You know, I
6 was willing to part with half of it in payment of loans, though
7 I just want to (inaudible) --

8 Q. You --

9 A. I have made every effort (inaudible) --

10 Q. Hold on. You froze up. Hold -- just repeat the very
11 last phrase. I got you most of the time.

12 A. Oh, okay. Well, I want to say that I have made every
13 effort to recover my profession that was a calling for me. You
14 know, that's been a passion for me. It's not just something I
15 went into and decided to do because the hours are good or, you
16 know, you can make money doing it. Those were not my motives.

17 I -- what was taken away from me in such an
18 outrageous manner by a program -- a residency program director,
19 who I consider a sociopath and who was a liability to her own
20 hospital for having lost a major lawsuit to a resident before
21 me and she continues to be there which is unbelievable, you
22 know, and some of the actions that she's taken. Despite all of
23 that, I just want to say in good faith and in -- you know, in
24 respect to my own sort of integrity of what I want to do with
25 my life, I've knocked on every door. I tried everything to try

1 to regain what was taken away from me and in the process
2 obviously be able to pay back these student loans.

3 I mean, it's never been my intention to not pay these
4 back. I mean, are you kidding me? Why would you not? I mean,
5 if they -- you know, I'm not going to make the argument that,
6 well, you know, there are other countries where, you know,
7 nobody takes out loans and, you know, and here we are living in
8 a state where the President of the United States doesn't pay
9 his taxes and, you know, et cetera, et cetera, we're not going
10 to go there. We're not going to go there.

11 I'm just going to say I'm a decent human being and I
12 have had every intention of holding up my end of the bargain as
13 far as student loans go and I would just --

14 Q. Why wouldn't -- let me ask you this question,
15 Ms. Parvizi, because I -- I did read the stipulation and you
16 briefly for 12 months entered the income-based repayment
17 program and then failed to fill out of a form --

18 A. Well --

19 Q. -- and during that whole 12 months your payment was
20 zero dollars. So why are we here today and you're unwilling --

21 A. Well --

22 Q. -- to enter that income-based repayment program?
23 Please answer that question.

24 A. Yeah. Because I guess after a conversation with
25 someone at that time and after some thinking on my own, I

1 realized why should I pay for the mistakes of a residency
2 program director whose behavior has cost me my life, my pursuit
3 of happiness. Let's put it that way. Why should I pay for
4 that person's mistake? I mean, the hospital paid for her
5 mistakes once months before I entered that program and here I
6 am. You know, why should --

7 Q. But why is it the fault of the Department of Educa --

8 A. Why should I pay for her mistake?

9 Q. Ms. Parvizi, but why is that the fault of the
10 Department of Education?

11 A. Well, isn't there something called loan repayments
12 that -- there is a law, is there not -- are you not familiar
13 with this where the Department of Education forgives loans that
14 have been taken out by people like at Trump University and
15 places that were clearly, you know, not in violation of
16 something, like they weren't even accredited institutions and
17 yet they took student money and basically left them with
18 something that -- what's really worthless.

19 I think I'm trying to make a similar argument, I
20 guess. I'm trying to say that what I -- what I was going
21 through, what -- this is from an accredited university, an
22 accredited training program, but the way that I was dismissed
23 from my training was completely outrageous, like insane, not --
24 you know, no pun intended, but completely insane. I -- why
25 should I be beholden to pay back for money that was supposed to

1 be put towards my training that was not in a way that just had
2 left everyone that hears the story completely baffled, what the
3 hell happened here?

4 Q. Okay. Well, I do know about the cases that you
5 talked about --

6 A. And I set this --

7 Q. -- where some private colleges --

8 A. -- (indiscernible) will. Yes, exactly, and --

9 Q. I'm sorry?

10 A. And so -- that's right. I think we're talking about
11 the same thing and I think that's all I want to say. I'm
12 sorry. Yeah.

13 Q. Okay. I don't think your situation is the same as
14 that situation. I think the standard is -- Attorney Kaye is
15 going to tell me the second is whether repayment would cause
16 you an undue hardship and that's what I'm going to listen to
17 Attorney Kaye in her closing argument.

18 THE COURT: So Attorney Kaye, go right ahead.

19 **DEFENDANT'S CLOSING ARGUMENT**

20 MS. KAYE: Thank you, Your Honor. Raquelle Kaye on
21 behalf of the Department of Education.

22 Your Honor, the only question we need to answer today
23 is whether requiring Ms. Parvizi to repay a portion of her
24 federal student loan would cause an undue hardship. The answer
25 is plainly no. Ms. Parvizi owes the Department of Education

1 more than \$650,000 for loans used to fund her education. She
2 has received a bachelor's degree, a master's degree in public
3 health, and is a doctor of medicine. By her own admission she
4 has no physical or mental health problems and no dependents.

5 In 20 years Ms. Parvizi has not made a single
6 voluntary payment toward her student loans. The evidence
7 reflects that Ms. Parvizi's refusal to make payments towards
8 her student loans began long before her issues with her
9 residency program.

10 As Ms. Parvizi stated in her closing, in 2007, the
11 year before she began medical school for the second time, she
12 received a \$100,000 inheritance. At the time her student loans
13 to date were in default and she owed approximately \$123,000.
14 She offered DOE \$45,000 to compromise the debt. When DOE
15 refused because based on her financial circumstances they
16 believed she had the ability to pay, she not only failed to use
17 any of those funds to repay her student loans, she sent a
18 letter to DOE threatening to leave the country to avoid
19 repaying. The following year Ms. Parvizi made the decision to
20 return to medical school and take out additional loans to do
21 so.

22 Ms. Parvizi's experience with her residency program
23 is not what anyone would hope for. It was no doubt and it's
24 very clear that it's very difficult for her to see her dream of
25 practicing as a physician come to an end. She clearly feels

1 that she did not get the benefit of her bargain and that may
2 certainly be true when it comes to the University of Vermont,
3 but that is not the case when it comes to the student loan she
4 received from the Department of Education. She applied for a
5 loan, DOE gave her the money.

6 To the extent Ms. Parvizi blames her current
7 financial situation on her inability to complete her residency
8 program, it was ultimately her choice to seek additional
9 education and in doing so to assume additional student loan
10 debt. Moreover, if Congress intended to make the repayment of
11 student loans contingent on certain events, it would have done
12 so.

13 The Court again is required to look at the totality
14 of circumstances and Ms. Parvizi's focus on her residency
15 program is misplaced. The evidence reflects that Ms. Parvizi
16 has a history of substantial discretionary spending. For five
17 months in the fall of 2018 Ms. Parvizi had approximately \$2,000
18 per month in discretionary income. She did not, however, save
19 any money during that period and did not use any of those funds
20 to repay her student loans.

21 Ms. Parvizi's bank statements show that she spends
22 significant amounts each month at clothing stores, household
23 gift shops and on Etsy.com. For example, over the two months
24 beginning mid-June 2019 through mid-August 2019 she spent over
25 \$1500 on such items. This does not include amounts she spends

1 on eating out, getting coffee or Amazon or Paypal purchases,
2 which total an additional more than \$900 during that same two-
3 month period.

4 If Ms. Parvizi enrolled in a repay and can base her
5 payment program, her monthly payments based on her income would
6 be approximately \$80 per month. In 2019 she spent almost 15
7 times that amount on discretionary purchases in one month
8 alone. In 2020 Ms. Parvizi has earned discretionary income
9 ranging from \$400 to \$1800 per month. Even with her variable
10 income after making an \$80 payment, Ms. Parvizi would have
11 approximately \$300 to \$1700 per month to spend or save as she
12 chooses.

13 DOE is only asking her to contribute a small fraction
14 of that discretionary income to her taxpayer funded debt. If
15 Ms. Parvizi is unable to maintain the same level of income next
16 year her payments will decrease accordingly and could be as low
17 as zero dollars per month and still count towards her repayment
18 obligation.

19 At the end of the program the debt will be
20 discharged, regardless of whether there's any outstanding
21 balance due. One cannot reasonably conclude that asking
22 Ms. Parvizi to enroll in an income-based repayment program and
23 repay some portion of her student loans would create an undue
24 hardship.

25 In closing, Your Honor, Ms. Parvizi has not shown

1 undue hardship. She simply does not feel she should have to
2 repay her student loans and that is not a sufficient basis for
3 this discharge. Thank you.

4 MS. PARVIZI: I have a question for Attorney Kaye.
5 So you keep coming back to last summer -- my having spent \$1500
6 during last summer. Are you -- are you -- I've submitted all
7 my financial records to you. You can -- oh, I
8 can't (inaudible).

9 (Pause)

10 THE CLERK: You're still muted, Judge.

11 (Pause)

12 THE CLERK: It's still mute.

13 (Extended pause)

14 THE CLERK: Okay. Judge, I sent you a request that
15 might make a difference. Okay.

16 THE COURT: Okay. Can you hear me now?

17 THE CLERK: Yes, we can. Thank you.

18 THE COURT: Okay. Thank you for stopping even though
19 you couldn't hear me. Excuse me.

20 You're not permitted, Ms. Parvizi, to ask questions
21 of --

22 MS. PARVIZI: Okay.

23 THE COURT: -- Attorney Kaye. However, I'm going to
24 give you the opportunity to say what you want to say in
25 rebuttal. As I recall, you were talking about your summer

1 expenses and so what do you want me to know about that?

2 **PLAINTIFF'S CLOSING ARGUMENT**

3 MS. PARVIZI: Well, last year was one year where last
4 spring I was -- you know, I made more in tutoring in -- through
5 the Northampton Public School System more than I normally do
6 and so I had a little bit more in discretionary funds at that
7 time. So I just want to say that that is not, you know -- I
8 don't do that -- normally spend, you know, \$1500 in
9 discretionary funds because, God forbid, that's a lot of money.

10 Also, what I would like to say is that last year I
11 had not just my storage unit but (inaudible) broken into and a
12 number of stuff stolen from my storage unit. And I just got a
13 call from them last week and this has happened again and I
14 haven't had a chance to even go up and see it.

15 But same deal. Notices that Greenfield -- some
16 storage unit in Greenfield and there's a police record of it
17 and fortunately I had rental insurance. I submitted all of
18 those documents to you guys before, Attorney Kaye, to your
19 colleague last year and this has happened again, so --

20 THE COURT: You froze up for a second, Mr. Parvizi.
21 Were you saying that the storage unit, your items were stolen?

22 MS. PARVIZI: Yes.

23 THE COURT: Okay.

24 MS. PARVIZI: Last year and again just a week ago --

25 THE COURT: Okay.

1 MS. PARVIZI: -- today -- this year.

2 So just to say, you know, I mean, \$1500, you know --
3 I mean, from a year where I made a little more than I normally
4 do to just buy a few extra things that I feel I needed, I also
5 want to close by saying I'm going to be 51 years old in October
6 and I am well aware of my age and my situation in life right
7 now. And so going forward from here -- and I'm starting to do
8 this now -- I am -- I need to start putting money away. I need
9 to start having some kind of saving. I mean, I'm not 20 years
10 old. I'm not 30 years old. I'm not 40 years old. I'm going
11 to be 51 years old.

12 I mean, to make payments towards \$600,000 when I
13 could have paid everything back for -- because I don't have a
14 job, I don't have a security based on -- you know,
15 discrimination. I'm just going to say it. Vermont, the
16 University of Vermont, the hospital, they were a handful of us.
17 I am not using this as an exaggeration. Maybe five in the
18 entire hospital of residents who were non-white. I'm
19 technically Caucasian but I'm not your typical Caucasian.

20 I mean, that was the first question the attorney
21 asked me, you know, "Would you want to approach this as a
22 racial problem?" and at the same I said no and I still say no
23 because that's just something that's so ugly that I don't even
24 want to be a part of. But I think if none of the sort of
25 sociopathic attributes of a residency program director of how

1 she went about ruining my career, who she replaced me with, her
2 previous legal problems with another resident, if none of
3 this -- none of this is enough to convince you that I've had my
4 life ruined, that it's okay for somebody who has had their life
5 ruined to spend an extra \$1500 at some point that they should
6 maybe put that money towards paying student loans for loans
7 that were taken out for training that never happened, maybe the
8 FBI should investigate sociopaths. That's what I'm saying.
9 Forget the racial stuff. Maybe somebody should pick up at some
10 point. Maybe Congress should consider what happens when you
11 have some woman, some doctor, some person who has two letters
12 after her name and who's been put in charge of a residency
13 program and ends up creating problems for people over and over
14 again, maybe we should look into this rather than pursue the
15 people whose lives have been ruined to pay back \$600,000.

16 THE COURT: Thank you, Ms. Parvizi.

17 Thank you, Attorney Kaye. So I'm going to take the
18 matter under advisement unless you had anything else, Attorney
19 Kaye.

20 MS. KAYE: I do not. Thank you, Your Honor.

21 THE COURT: Okay. So I'm going to think about the
22 testimony. I'm going to read the stipulation more carefully
23 and the exhibits have been submitted.

24 Mr. Reynolds, can I get you back on video just before
25 we hang up? Okay. Are we -- we're all set with exhibits,

1 right, at this point? You've got them all?

2 THE CLERK: I have all of Ms. Parvizi's exhibits. I
3 transferred them to hard copy and I was going to ask Ms. Kaye
4 if it is possible for her to send me in the mail hard copies of
5 her exhibits if it isn't a hardship. I don't say that
6 (inaudible).

7 MS. PARVIZI: I'm sorry, I can't hear you,
8 Mr. Reynolds. I missed the last few sentences.

9 THE CLERK: I was asking Ms. Kaye if it's possible
10 for her to send me hard copy versions of her exhibits. If it's
11 a difficulty we can translate them into hard copy. I'm just --

12 MS. KAYE: No, that's no problem at all. I will send
13 those to you today.

14 THE CLERK: Thank you. I'll confirm the mailing
15 address you should use.

16 MS. KAYE: Great.

17 THE CLERK: And I think we're --

18 THE COURT: Okay.

19 THE CLERK: -- set, Judge.

20 THE COURT: I think we're all set, then. The matter
21 is taken under advisement. You can both leave the meeting and,
22 Mr. Reynolds, you can stop recording. Thank you.

23 PARTIES: Thank you.

24 (End at 10:18 a.m.)

25 * * * * *

1 I certify that the foregoing is a true and accurate
2 transcript from the digitally sound-recorded record of the
3 proceedings.



10/6/2020

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